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User Generated Content. You may be able to post, stream, transmit or otherwise provide photos, videos, ideas, remarks, questions, data, graphics, opinions, designs, customizations or other Content (including information, if any, on message boards or other forums) on the Website (collectively, "User Generated Content"). You retain ownership of User Generated Content submitted to the Website. However, User Generated Content will be considered Content and will be treated as non-confidential and non-proprietary and you understand that Habitat does not guarantee any confidentiality with respect to the User Generated Content. By submitting User Generated Content to Habitat, you agree to grant, and shall be deemed to have automatically granted, to Habitat an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such Content for the purpose of operating, promoting and improving the Website and Services and to develop new ones. You represent and warrant that you have the right, power and authority to grant the foregoing license. You agree that User Generated Content that You submit will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the User Generated Content and grant to Habitat all of the license rights granted herein. You agree to release, discharge and agree to hold harmless Habitat from any and all claims or liability, whether known or unknown, in connection with the publication, production, processing, distribution or exploitation of Content posted by you, including any claims of infringement of any rights of publicity or rights of privacy. Habitat reserves the right to remove User Generated Content without notice.

You acknowledge, consent and agree that Habitat may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety or interests of Habitat, other users of the Website ("Users"), or the public.

If you believe that any of the content on the Website infringes your copyright or trademark rights or your rights of publicity, please contact webmaster@habitat.org.

2. Acceptable Use

You understand that all Content publicly posted is the sole responsibility of the person from whom such content originated. This means that you, and not Habitat, bear all risks and liabilities for all Content that you upload, post, email, transmit or otherwise make available via the Services. Habitat may refuse, move, remove, edit or abridge Content from the Website or seek

appropriate action to terminate any uses of the Website or the Services in the event we determine that your use does not conform to any of the conditions of this Agreement; infringes any intellectual property or other rights of Habitat or a third party; adversely affects Habitat's image, reputation or our products, services or programs; or violates any applicable law, regulation or ordinance. Without limitation, you may not:

- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or other form of solicitation;
 - Harvest or otherwise collect or store the name, email address or any other personal or confidential information of any User without such User's consent, by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email;
 - Upload, post, transmit, share, store or otherwise make publicly available any personally-identifiable information of any third party, including but not limited to addresses, phone numbers, e-mail addresses, social security numbers and credit card numbers;
 - Interfere with, disrupt or attempt to disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the Website or Habitat or its licensors or suppliers' infrastructure;
 - Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, embarrassing to others, untrue or inaccurate, hateful, or racially, ethnically or otherwise objectionable;
 - Upload, post, email, transmit or otherwise make available any Content that contains images of or information about children or discloses details which could enable a child or his exact location to be identified (without obtaining prior consent from the child's parent or legal guardian), or in which children are inappropriately dressed or depicted in a submissive or sexually suggestive manner;
 - Impersonate any person or entity, including but not limited to a Habitat official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website;
 - Intentionally or unintentionally violate any applicable local, state, national or international law;
- or
- Take any action that is contrary to Habitat's public image, goodwill, reputation or mission.
 - Use the Website to engage in any commercial activity, including but not limited to charitable sales promotions, sales or promotion of goods or services, or the advertisement or suggestion that a portion of the purchase of goods or services manufactured, distributed, or sold by you will benefit Habitat. If you are interested in engaging in a cause related marketing campaign with Habitat, please see <http://www.habitat.org/partnerships/cause.aspx> for more information or contact causemarketing@habitat.org.

IMPROPER USE OF THE WEBSITE MAY RESULT IN LOSS OF YOUR ACCESS TO THE WEBSITE AND SERVICES AND MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

3. Services

Generally. Habitat may offer from time to time certain Services on the Website, including without limitation, message boards, blogs, chatrooms, public forums, personal home pages, on-line donations, shopping carts and tutorials. The following terms under this Agreement pertain to your ability to use the Services made available by Habitat on the Website. Habitat assumes no responsibility or liability for the timeliness, deletion, mis-delivery, glitches or failure to store or failure to post or update any user communications or personalization data or settings. All such risks shall be borne by you.

Account Set Up. Access to certain Services and features of the Website may require an account to be first established and activated for you. When you register for an account, you may be asked to provide your name or a unique username, a password, your current country and city location or a valid email address for your account. Habitat reserves the right to decline to activate, deactivate or terminate an account for any person for any reason or no reason.

Password Protection. You may be required to have a password to access the Services online via your account. You are responsible for maintaining the secrecy of your password and protecting against unauthorized use of your password. You also are responsible for all activities that occur under your account. You must immediately notify Habitat if your password has been compromised or if there is any other breach of security of which you are aware.

Account Requirements. In consideration of your use of the Services, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by Habitat's account activation form, if any; and (ii) maintain and promptly update such account information, if any, to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Website or the Services or any portion thereof.

Consent to Electronic Communications. When you visit the Website or send emails to Habitat, you are communicating with Habitat electronically. You consent to receive communications from Habitat electronically. Habitat may communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that Habitat provides to you electronically satisfy any legal requirement that such communications be in writing.

Availability of Service. Habitat reserves the right to establish general practices and limits concerning the Services and User accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that your or any User's email messages, message board postings or other Content will be retained, the maximum number of emails that can be sent or received by an account, the maximum amount of server disk space that will be allotted on your behalf, and the maximum duration for which an account can be accessed in a given period of time. Habitat shall have no responsibility or

liability for glitches with the Services, or for the deletion or failure to deliver or store your Home Page or any public forums or any Content or email provided by or stored by you on the Website or other Content maintained or transmitted by the Website or Services, or for failure to post or update any Content submitted by you. Habitat reserves the right to log off accounts that are inactive for an extended period of time and reserves the right at any time, and from time to time, to modify or discontinue, either temporarily or permanently, the Services (or any part thereof) with or without notice. Habitat shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

Termination. You agree that Habitat, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Services, and remove and discard any Content within the Services, for no reason or any reason, including, without limitation, for lack of use or if Habitat believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access may be effected without prior notice, and acknowledge and agree that Habitat may immediately deactivate or delete your account and all related information and files in your account and/or bar further access to such files or the Services. Habitat shall not be obligated to return or provide copies of any information, files or content in your account to you upon deactivation. Further, you agree that Habitat shall not be liable to you or any third party for any termination of your access to the Services.

Security of Website. Unfortunately, no website or services delivered over the Internet can be guaranteed to be absolutely secure. As a result, while Habitat strives to protect your information, it cannot ensure or warrant the security of any Content you transmit to us, and you do so at your own risk. In the event of a breach of the confidentiality or security of your personal information, Habitat may, in its sole discretion, notify you of such breach. Unless you indicate otherwise, we may notify you under such circumstances using the email address you provided to us when you registered with the Website.

4. Limitation of Liability

In no event and under no circumstances shall Habitat or its officers, directors, employees or volunteers be liable to you or any third party for any damages, including, without limitation, special, incidental, punitive or consequential damages (including without limitation any loss of profits, lost savings, or loss of data) arising out of your use or inability to use the Website or the Services, or your reliance on or use of Content or Services provided on or through the Website or other websites to which it is linked, or that result from mistakes, omissions, interruptions, deletions of files or other data loss, errors, defects, delays in operation, service or transmission or any failure of performance of the Website, even if we, or any of our authorized representatives, have been advised of the possibility of such damage and even if the remedies stated in this Agreement fail of their essential purpose. The limitation of liability in this section includes, but is not limited to, information or materials viewed or downloaded from this Website or another website to which it is linked that appear to you or are construed by you to be obscene, offensive, defamatory or that infringe upon your intellectual property rights.

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7. COPPA

In accordance with the U.S. Children's Online Privacy Protection Act of 1998, Habitat does not knowingly request or solicit personally identifiable information from anyone under the age of 13 without prior verifiable parental consent. In the event that Habitat receives actual knowledge that it has collected such personal information without the requisite and verifiable parental consent, Habitat will delete that information from the Website as quickly as is reasonably practical.

9. Privacy

Protecting privacy is an important priority to Habitat. Our Privacy Policy governs the collection, use, retention and disclosure of personal information from the Website and you can view our Privacy Policy <http://www.habitat.org/lc/popUps/privacy.aspx>.

10. Miscellaneous

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

No Waiver. Failure to enforce any particular term of this Agreement shall not be construed as a waiver by Habitat of any of its rights hereunder.

Survival. The following provisions of this Agreement shall survive the termination of your access to the Website or the Services: Section 1 (Proprietary Rights), Section 4 (Limitation of Liability), and Section 5 (Disclaimer).

Governing Law. This Agreement is governed by the laws of the State of Georgia, without regard to its choice of law or conflict of law provisions.

Dispute Resolution. Any dispute between you and Habitat arising from or relating to the Website or the Services will be determined exclusively by final and binding arbitration, in accordance with the then existing commercial rules of the American Arbitration Association in Atlanta, Georgia. The arbitration shall be heard and adjudicated by one arbitrator to be selected by you and Habitat. Any award will be final, binding and conclusive upon the parties, and a judgment rendered on the arbitration award can be entered in any court having jurisdiction thereof.

Waiver of Right to a Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BY AGREEING TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION, YOU AND HABITAT HEREBY WAIVE YOUR RIGHT TO A JURY OR COURT TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED USE HEREIN, INCLUDING CONTRACT,

TORT, BREACH OF DUTY AND ALL OTHER CLAIMS, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.

Language. This Agreement has been written in the English language and the English language shall control. This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases in the United States of America. You waive any right you may have under local law to receive this Agreement in any language other than English.

Entire Agreement. This Agreement constitutes the entire agreement between you and Habitat with respect to the Website and the Services.

Contact Information. Please contact us at webmaster@habitat.org with any questions regarding this Agreement.