

## Terms & Conditions

Effective Date: February 8, 2024

### 1. Introduction

These Terms and Conditions apply to this website and to the transactions related to our products and services.

### 2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and Conditions. In some particular cases, we also ask you to explicitly agree.

### 3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website, by email, or by phone. HDA will not share the private information of its members or its donors without said individual's advanced permission. You therefore agree that all agreements, notices, disclosures, marketing communications, and other communications that we provide to you electronically satisfy all legal requirements.

### 4. Intellectual property

We, or our licensors and vendors, own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website, including Hollywood Disclosure Alliance logos, branding, designs, iconography, newsletter assets and marketing materials, and other relevant HDA-related content and artwork.

#### 4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### 5. Newsletters

Notwithstanding the foregoing, you may forward our newsletters in the electronic form to others who may be interested in visiting our website. In no way are you granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources, designs, or content in our newsletters in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote). By no means do you have any right to harass, interrogate, harm, or threaten any of our members, supporters, affiliates, executives, sponsors, donors,

followers, or any other relevant individual(s).

## 6. Third-party property

Our website includes member-submitted information, materials, and branding, and our website also includes hyperlinks or other references to other, third-party websites, articles, and content. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us. Please note that any payments processed through our website by adjoining third-party web features or paywalls are monitored by and subject to said third-party's Terms and Conditions.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## 7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms and Conditions, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish, or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## 8. Registration

You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us at Hollywood Disclosure Alliance immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

## 9. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement which you have provided to the Hollywood Disclosure Alliance regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## 10. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such

modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on or from the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 11. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether expressed or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements
- this website will be available on an uninterrupted, timely, secure, or error-free basis
- the quality of any product or service purchased or obtained by you through this website will meet your expectations

Nothing on this website constitutes or is meant to constitute, legal, financial, or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, loss of or harm to property or data, or harm, harassment, or threats to our followers, visitors, website users, members, executives, donors, affiliates, sponsors, or relevant individuals or parties) incurred by you or any third party, arising from your access to, or use of, our website, our content, or our products and services.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services, or to use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## 12. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up-to-date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail, and we will only send marketing materials per your written, submitted, or verbal approval. Any direct mail, marketing or promotional emails, or other relevant forms of communication sent by us to you will only be in connection with the provision of agreed products or services. Should you request to unsubscribe from our marketing emails or refuse to receive other HDA-related marketing materials, we will surely and dutifully strive to remove you from our mailing and dissemination lists in a timely manner.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Statement and our Cookie Policy.

### 13. Minimum age requirement

By using our website you are agreeing to these Terms and Conditions, and you warrant and represent to us that you are at least 18 years of age.

If you are under the age of 18, your parent or legal guardian must review and agree to these Terms before you use our website in any way, viewed by any means. Your parent or legal guardian will be responsible and liable for all of your acts and omissions, including submitted information and payments processed.

### 14. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of the United States.

### 15. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

### 16. Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

### 17. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights, privacy rights, and civil/social or human rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

### 18. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter, to enforce each and every provision.

### 19. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

### 20. Entire agreement

These Terms and Conditions, together with our Privacy Statement and Cookie Policy, constitute the entire agreement between you and Hollywood Disclosure Alliance (HDA) in relation to your use of this website and any HDA-related marketing materials or communications.

## 21. Updating of these Terms and Conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. Changes to these Terms and Conditions will become effective upon future changes being posted to this website. Your continued use of this website will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

## 22. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the United States of America. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of the United States. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

Hollywood Disclosure Alliance (HDA) has the right to pursue legal action and will therefore enforce its right to litigation by acquiring and retaining legal counsel, and will dutifully proceed with and respond to legal matters, including matters with which we believe our organization or its members, executives, or other relevant individuals or parties are being wrongfully incriminated or prosecuted, harassed or harmed, or are subject to criminal behavior, including but not limited to data breaches, cyber attacks, or AI interference or AI-related incidents.

## 23. Contact information

This website is owned and operated by Hollywood Disclosure Alliance, a 501c3 nonprofit corporation.

You may contact us regarding these Terms and Conditions by emailing us at the following address:  
[hda@hollywooddisclosurealliance.org](mailto:hda@hollywooddisclosurealliance.org)

## 24. Download

You can also download our Terms and Conditions as a PDF.

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