

User Agreement

Last Revised: **September 23, 2013**

The following User Agreement (“Agreement”) governs the use of <http://www.multifesto.2x4.org> (“Website”), as provided by 2x4, inc. (“Service Provider,” “we” or “our”)

Please read the rules contained in this Agreement carefully. You can access this Agreement any time at <http://www.multifesto.2x4.org/terms>. **Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these rules.** If you cannot agree with these rules, please do not use the Website.

Please note that references to Service Provider throughout this Agreement include 2x4, inc.

In addition to reviewing this Agreement, please read our [Privacy Policy](#). Your use of the Website constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to Service Provider’s other remedies.

I. MONITORING

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Website, including in the bulletin boards, forums, personal ads, and chats, to foster compliance with this Agreement. All users of the Website hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Website, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

II. Rules of Usage:

1. USE OF THE WEBSITE BY YOU:

1. The Website is not intended for users under the age of 13, and Service Provider does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using portions of the Website for which registration is required, such as our forums

and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

2. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website. You may not impersonate, imitate or pretend to be somebody else when using the Website.
3. You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising, and/or commercial offers. You may not repeat the same posting multiple times in a day or week.
4. You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful, or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia, and personal attacks when using the Website.
5. You further agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is sexually explicit. Do not “cyber” or solicit another to “cyber” (participate in virtual sex) on or through the Website.
6. You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone’s privacy, or illustrates, references or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation (e.g., drug use, underage drinking). You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Do not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that includes instructions for weapon and/or explosive manufacture or use.
7. You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post on the Website, including without limitation in bulletin boards, forums, personal ads, chats or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner(s) of such rights.

8. The Website may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use (“Assets”). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we (and our licensors) grant to you the limited, non-exclusive, right and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices.
9. The Website also contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by Service Provider or its licensors and is not clearly identified as, or intended, for your use, including without limitation the organization, design, compilation, and “look and feel” of the Website, and advertising thereon (“Website Content”). The Website Content is protected by state, national and international copyright, trademark and other intellectual property laws, and is the property of Service Provider or its licensors. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.
10. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, including without limitation the Assets or Website Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Service Provider or the Website.
11. You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others’ use of the Website.
12. Other than connecting to Service Provider’s servers by http requests using a Web browser, you may not attempt to gain access to Service Provider’s servers by any means – including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.
13. You acknowledge that Service Provider has not reviewed and does not endorse the content of all sites linked to from this Website and is not responsible for the content or actions of any other sites linked to from this Website. Your linking to any service or site is at your sole risk.

14. **COMMENTS BY OTHERS ARE NOT ENDORSED BY SERVICE PROVIDER:**

Service Provider does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of Service Provider or its third party service providers. You agree that Service Provider and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

1. **USE OF MATERIAL SUPPLIED BY YOU:**

For information regarding use of information about you that you may supply or communicate to the Website, please see our [Privacy Policy](#). Except as expressly provided otherwise in the Privacy Policy or in this Agreement, you agree that by posting messages, uploading text, graphics, photographs, images, video or audio files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post.

1. **COPYRIGHT COMPLAINTS:**

1. Service Provider respects the intellectual property of others, and we ask our users to do the same. Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

2. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Service Provider by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512):

(i) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate the material;

(iv) Information reasonably sufficient to permit Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

1. INDEMNIFICATION:

You agree to indemnify Service Provider, 2x4, inc. and each of their affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts that arise through your use of the Website.

1. EDITING AND DELETIONS:

Service Provider reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice.

1. ADDITIONAL RULES:

Service Provider reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Website. Such additional rules will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional rules.

1. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND

ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. SERVICE PROVIDER, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

SERVICE PROVIDER, THE CITY OF NEW YORK AND EACH OF THEIR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, THE CITY OF NEW YORK AND EACH OF THEIR AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”.

1. **TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE:**

Service Provider has the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, without notice.

1. **JURISDICTION:**

Service Provider makes no representation that materials on the Website are appropriate, available or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New York applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in New York. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

1. **NOTICES**

For providing notices or communications, please contact Service Provider as described on the Website, or e-mail info@2x4.org.

Privacy Policy

Last Revised: **Sept 23, 2013**

The following Privacy Policy summarizes the various ways that 2x4,inc. (“Service Provider,” “we” or “our”) treats the information you provide while using <http://www.multifesto.2x4.org> (“Website”). It is our goal to bring you information that is tailored to your individual needs and, at the same time, protect your privacy.

Please read this Privacy Policy carefully. You can access the Privacy Policy any time at <http://www.multifesto.2x4.org/terms>. **Your use of and/or registration on any aspect of the Website will constitute your agreement to this Privacy Policy.** If you cannot agree with the terms and conditions of this Privacy Policy, please do not use the Website. This Privacy Policy does not cover information collected elsewhere, including without limitation offline and on sites linked to from the Website.

In addition to reviewing this Privacy Policy, please read our [User Agreement](#). Your use of the Website constitutes agreement to its terms and conditions as well.

This Privacy Policy may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Privacy Policy.

I. THE TYPE OF INFORMATION THE WEBSITE COLLECTS

The Website generally collects personally identifying information with your specific knowledge and consent. For instance, when you submit a three-word manifesto, you are asked to provide information such as your e-mail address, twitter handle, or name. Optional information such as your age or gender may also be requested.

Our servers may also automatically collect information about your computer when you visit the Website, including without limitation the type of browser software you use, the operating system you are running, the website that referred you, and your Internet Protocol ("IP") address. Your IP address is usually associated with the place from which you enter the Internet, like your Internet Service Provider, your company or your university.

II. HOW THE WEBSITE USES INFORMATION PROVIDED BY YOU

Service Provider uses personally identifying information you supply through the Website to provide you with the service you have requested. For example, if you submit a manifesto, we may use your e-mail address to send you a confirmation notice or we may use this information to notify you if your manifesto was selected to appear in a publication. We may also use the information to communicate with you about new features, products or services, and/or to improve the services that we offer by tailoring them to your needs.

Unless otherwise specified on the Website, Service Provider may sell or share personally identifying information with our affiliates and with carefully selected companies who we think can offer you services and products of interest to you. If you do not wish to have your personally identifying information shared, write to us at the street address set forth at the end of this document. If you do not wish to receive future commercial communications from us by e-mail, simply follow the unsubscribe instructions contained within the e-mail. If you've registered on any part of the Website, please use the mechanism on the Website that allows you to change or update your member preferences or information, if available, to keep all such data accurate and up-to-date. Otherwise, contact our Privacy Policy Coordinator as described below with your changes.

We also allow access to our database by third parties that provide us with services, such as technical maintenance or forums and job search software, but only for the purpose of and to the extent necessary to provide those services. And if you choose to purchase items through features on the Website, we may forward your information to third parties for services such as credit card processing and order fulfillment. There are also times when you provide

information about yourself to us in areas of the site that may be managed or participated in by third parties, such as auction services or shopping areas. In such cases, the information may be used by us and by such third party(ies), each pursuant to its own policies. We may also provide your information to our advertisers, so that they can serve ads to you that meet your needs or match your interests. While Service Provider will seek to require such third parties to follow appropriate privacy policies and will not authorize them to use this information except for the express purpose for which it is provided, Service Provider does not bear any responsibility for any actions or policies of third parties. We may also provide access to our database in order to cooperate with official investigations or legal proceedings, including, for example, in response to subpoenas, search warrants, court orders, or other legal process.

In addition, we reserve the right to use the information we collect about your computer, which may at times be able to identify you, for any lawful business purpose, including without limitation to help diagnose problems with our servers, to gather broad demographic information, and to otherwise administer our Website.

While your personally identifying information is protected as outlined above, we reserve the right to use, transfer, sell, and share aggregated, anonymous data about our users as a group for any business purpose, such as analyzing usage trends and seeking compatible advertisers and partners.

In addition, as our business changes, we may buy or sell various assets. In the event all or a portion of the assets owned or controlled by Service Provider, its parent or any subsidiary or affiliated entity are sold, assigned, transferred or acquired by another company, the information from and/or about our Website users may be among the transferred assets.

III. COOKIES

You may have read about “cookies,” nuggets of information that are placed by a Website in a storage place on your own computer. We may use cookies to control the display of ads, to track usage patterns on the site, to deliver editorial content, and to record registration and personalization information. For example, if you register on any part of the Website and are given the option to save your user name and password on your computer, we can provide this convenience to you by placing a cookie on your computer. Our cookies may contain personally identifiable information and such cookies may be shared with our affiliates and other companies.

Some of our advertisers occasionally serve you cookies as well. We do not have control over cookies placed by advertisers.

We may also use advertising service vendors to help present advertisements on the Website. These vendors may use cookies, web beacons, or similar technologies to serve you advertisements tailored to interests you have shown by browsing on this and other sites you have visited, to determine whether you have seen a particular advertisement before and to avoid sending you duplicate advertisements. In doing so, these vendors may collect non-personal data such as your browser type, your operating system, Web pages visited, time of visits, content viewed, ads viewed, and other clickstream data. The use of cookies, web beacons, or similar technologies by these advertising service vendors is subject to their own privacy policies, not ours, and Service Provider disclaims all liability in connection therewith.

If you don't want any cookies, your Web browser likely includes an option that allows you to not accept them. However, if you set your browser to refuse cookies, some portions of the Website may not function properly.

IV. INFORMATION SECURITY AND NOTIFICATION

Because no data transmission over the Internet is completely secure, and no system of physical or electronic security is impenetrable, Service Provider can not guarantee the security of the information you send to us or the security of our servers or databases, and by using the Website you agree to assume all risk in connection with the information sent to us or collected by us when you use the Website. In the unlikely event that we believe that the security of your information in our possession or control may have been compromised, we may seek to notify you. If notification is appropriate, we may notify you by e-mail (provided we have your e-mail address).

V. KIDS AND PARENTS

This Website is not intended for use by children, especially those under age 13. No one under age 13 is allowed to provide any personal information or use our public discussion areas, forums and chats. Minors between the ages of 13 and 17 must get the permission of their parent(s) or legal guardian(s) before making purchases, including subscriptions, on this site.

If your children disclose information about themselves in publicly accessible areas of the Website, they may get unsolicited messages from other parties. Accordingly, you should tell them not to do so.

If you're worried about your children's activities or their privacy on our site, we encourage you to contact our Privacy Policy Coordinator as described below.

VI. PRIVACY POLICY COORDINATOR

If you have any concerns or questions about any aspect of this policy, please feel free to contact our Privacy Policy Coordinator at the following email address: info@2x4.org.

Please note in the subject line:

Attention: Privacy Policy Coordinator