

|| TERMS OF SERVICE

Agreement between User and www.p-coc.org

Welcome to www.p-coc.org. The www.p-coc.org website (the "Site") comprises various web pages operated by P-CoC Inc | Parenting Children of Color. www.p-coc.org is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.p-coc.org constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

www.p-coc.org is a Non-Profit Site.

P-CoC operates in an ad hoc committee establishment. Each committee comprises committed individuals who plan and execute the work of P-CoC. Each team comprises a Committee Officer, Team Lead(s), and active Participants.

Below is a brief description of the collective work of the P-CoC exerted by the committees.

Singularly Focused Operations:

P-CoC Inc remains steadfast in its commitment to advancing initiatives related to race and color. Our goal is unmistakable: to amplify voices and perspectives in the domain of race and color, with the ultimate aim of fostering a more inclusive society. In order to maximize our influence and uphold authenticity, we actively seek partnerships aligned with this focus. This encompasses collaborations with organizations such as Human Protective Rights (HPR) or Diversity Equity Inclusion (DEI) programs that center around race, color, and ethnicity only. Additionally, we engage in non-HPR/DEI efforts that empower individuals of color. By channeling our resources and efforts into addressing issues related to race and color, our objective is to dismantle systemic barriers and advocate for equity on this singular focus. This strategic approach recognizes the pressing need to confront the historical and ongoing challenges faced by marginalized groups in this singular HPR. As P-CoC Inc, we aspire to bring about tangible change in the lives of those impacted by racial and ethnic inequities, thereby contributing to the creation of a more just society. We sincerely appreciate your ongoing support and dedication to our mission.

Electronic Communications

Visiting www.p-coc.org or sending emails to P-CoC Inc | Parenting Children of Color constitutes electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications provided to you electronically, via email, and on the Site satisfy any legal requirement that such communications be in writing.

Your Account



If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that P-CoC Inc | Parenting Children of Color is not responsible for third party access to your account resulting from theft or misappropriation. P-CoC Inc | Parenting Children of Color and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in their sole discretion.

Children Under Thirteen

P-CoC Inc | Parenting Children of Color does not knowingly collect personal information from persons under the age of thirteen, either online or offline. If you are under 18, you may use www.p-coc.org only with the permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.p-coc.org may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of P-CoC Inc | Parenting Children of Color, and P-CoC Inc | Parenting Children of Color is not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. P-CoC Inc | Parenting Children of Color provides these links as a convenience, and inclusion of any link does not imply endorsement.

Certain services via www.p-coc.org

Certain services made available via www.p-coc.org are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the www.p-coc.org domain, you acknowledge and consent that P-CoC Inc | Parenting Children of Color may share such information and data with any third party with whom P-CoC Inc | Parenting Children of Color has a contractual relationship to provide the requested product, service, or functionality on behalf of www.p-coc.org users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.p-coc.org strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to P-CoC Inc | Parenting Children of Color that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

All content included as part of the Service, such as text, graphics, logos, images, and the compilation thereof, and any software used on the Site, is the property of P-CoC Inc | Parenting Children of Color or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all



copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or exploit any of the content, in whole or in part, found on the Site. P-CoC Inc | Parenting Children of Color's content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and you will use protected content solely for your personal use, with no other use without express written permission.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities ("Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines applicable to any Communication Service.
- Harvest or collect information about others without their consent.
- Violate any applicable laws or regulations.

P-CoC Inc | Parenting Children of Color has no obligation to monitor the Communication Services but reserves the right to review materials posted and remove any materials in its sole discretion. P-CoC Inc | Parenting Children of Color reserves the right to terminate your access to any or all of the Communication Services at any time without notice.



P-CoC Inc | Parenting Children of Color reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in P-CoC Inc | Parenting Children of Color's sole discretion.

Always use caution when giving out personally identifying information about yourself or your children in any Communication Service. P-CoC Inc | Parenting Children of Color does not control or endorse the content, messages, or information found in any Communication Service and disclaims liability with regard to the Communication Services and any actions resulting from your participation. Managers and hosts are not authorized spokespersons, and their views do not necessarily reflect those of P-CoC Inc | Parenting Children of Color.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to www.p-coc.org or Posted on Any P-CoC Inc | Parenting Children of Color Web Page

P-CoC Inc | Parenting Children of Color does not claim ownership of the materials you provide to www.p-coc.org or post, upload, input, or submit to any P-CoC Inc | Parenting Children of Color Site or associated services ("Submissions"). By providing or submitting your Submission, you grant P-CoC Inc | Parenting Children of Color permission to use your Submission in connection with the operation of their Internet businesses. This includes the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat your Submission, and publish your name in connection with your Submission.

No compensation will be paid for the use of your Submission. P-CoC Inc | Parenting Children of Color is under no obligation to post or use any Submission provided and may remove any Submission at any time at its sole discretion. By providing or submitting your Submission, you warrant and represent that you own or control all the rights to your Submission, including all rights necessary for you to provide, post, upload, input, or submit the Submissions.

Third-Party Accounts

You can connect your P-CoC Inc | Parenting Children of Color account to third-party accounts. By doing so, you acknowledge and agree that you consent to the continuous release of information about you to others in accordance with your privacy settings on those third-party sites.

International Users

The Service is controlled, operated, and administered by P-CoC Inc | Parenting Children of Color from its offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree not to use the P-CoC Inc | Parenting Children of Color Content in any country or manner prohibited by applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless P-CoC Inc | Parenting Children of Color, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's



fees) relating to or arising out of your use of the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. P-CoC Inc | Parenting Children of Color reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

Arbitration

If the parties are unable to resolve any dispute arising out of or concerning these Terms and Conditions, it shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act. The arbitration shall be conducted by a single neutral arbitrator and administered by the American Arbitration Association or a similar arbitration service. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

Class Action Waiver

Arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims only in their individual capacity and not as a plaintiff or class member in any putative class proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of a representative or class proceeding unless both parties agree otherwise.

Liability Disclaimer

The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors. P-COC INC | PARENTING CHILDREN OF COLOR AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. P-COC INC | PARENTING CHILDREN OF COLOR AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL P-COC INC | PARENTING CHILDREN OF COLOR AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE,



WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF P-COC INC | PARENTING CHILDREN OF COLOR OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE

LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

P-CoC Inc | Parenting Children of Color reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York, and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and P-CoC Inc | Parenting Children of Color as a result of this agreement or the use of the Site. P-CoC Inc | Parenting Children of Color's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement derogates P-CoC Inc | Parenting Children of Color's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by P-CoC Inc | Parenting Children of Color with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and P-CoC Inc | Parenting Children of Color with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and P-CoC Inc | Parenting Children of Color with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to Terms

P-CoC Inc | Parenting Children of Color reserves the right, in its sole discretion, to change the Terms under which www.p-coc.org is offered. The most current version of the Terms will supersede all previous versions. P-CoC Inc | Parenting Children of Color encourages you to review the Terms to stay informed of our updates periodically.



Contact Us

P-CoC Inc | Parenting Children of Color welcomes your questions or comments regarding the Terms:

Mail Address: P-CoC Inc | Parenting Children of Color P.O Box 20 Ardsley on Hudson, New York 10503

Email Address: p-coc@p-coc.org

Telephone number: 914-407-4170

Effective as of July 22, 2020



P-CoC |



| Contacts

Email

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