**Terms of Use**

***Last updated August 30, 2019***

**Introduction**

As we believe in 100% transparency, what follows is 100% what we do and what we believe at Protect US. Hopefully this will create an open conversation about how we use your data to make shopping ethically online as easy for you as we possibly can. If you have any questions or comments, we are always available at info@protect-us.org

**The Terms of Use**

These Terms of Use (the “Agreement”) sets forth the terms and conditions that apply to your access and use of the websites, software applications, and other online services (collectively, the “Service”) provided by Protect US Education (“Protect US”), a Virginia non-stock corporation. The Service includes, but is not limited to, the Ethyk extension for desktop web browsers and the websites located at www.ethyk.org and www.protect-us.org (the “Websites”).

**Accepting the Terms**

By using the Service, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse our websites or use our software without registering) or you are a “Member” (which means that you have registered to create an account with Ethyk). The term “you” or “User” refers to a Visitor or a Member. The term “we” or “our” refers to Ethyk. You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with Ethyk. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. If you do not agree to this Agreement, please don’t use the Service.

We really want to make sure you read this next part so we’re going to use all-caps: THIS AGREEMENT CONTAINS (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICE. BY USING THE SERVICE, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.

**Privacy and your Personal Information**

For information about Protect US’ privacy and data protection practices, please read Protect US’ Privacy Policy found at http://www.ethyk.org/privacy. Our privacy policy explains how Protect US collects, uses and shares your information that you provide when you access the Service. By using the Service, you consent to Protect US” collection, use, and sharing of your information as set forth in our privacy policy.

**Description of the Service**

As part of the Service, we provide you with a suite of tools that allows Users to see and evaluate ethical and sustainable certifications for products and companies when shopping online.

The Service is provided to you by Protect US as a free service. We work on your behalf to find the best certifications around the world and the bring them to you to be easily used when shopping online. We make money to sustain the service when you engage with webpages, we have certifications built into.

**Account Information from Third Party Sites**

With the Service, Members may direct Ethyk to interact with existing accounts they own and that are maintained online by third party companies with which they have accounts (“Third Party Accounts”) such as Facebook or their accounts on the websites of specific merchants. Protect US makes no effort to review the Third-Party Accounts for any purpose, including but not limited to accuracy, legality or non- infringement. Protect US is not responsible for the products and services offered by or on third party sites. If your permission settings allow it, Protect US may import information from your Third-Party Accounts to help better offer the Services to you. Protect US does not control the policies and practices of any third-party site or service, including any Third-Party Accounts you connect to the Services.

Protect US cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Protect US cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

**Ethyk Advertisements and Third-Party Links**

Some parts of the Service are supported by sponsored links from advertisers which are sponsored product offers that is custom matched to you based on search criteria, queries made through the Service or other information. If you click on an offer you will be redirected to the partner’s site.

In connection with Ethyk Advertisements, the Service will provide links to other websites belonging to Ethyk advertisers and other third parties. Ethyk does not endorse, warrant or guarantee the products or services available through the Ethyk Advertisements (or any other third party products or services advertised, presented on or linked from any portion of our Services), whether or not sponsored, and Protect US is not an agent, distributor, re-seller or broker or otherwise responsible for the activities or policies of those websites or their products or services. Protect US does not guarantee that the product details, prices, coupon availability or other service terms, rates or rewards offered by any particular advertiser or other third party in our Service are actually the terms that may be offered to you if you pursue the offer or that they are the best prices, terms or lowest rates available in the market. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Protect US is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

Protect US has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Protect US will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

If there is a dispute between participants on our Service, or between users and any third party, you agree that Protect US is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Protect US, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: ”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.”

**Your Registration Information**

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your Login ID email address, allows you to access the Service. That Login ID and password, together with any mobile number or other contact information you provide form your “Registration Information.”

By providing us with your email address, you agree to receive all required notices electronically, to that e-mail address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard modern, commercially available internet browser. We may also use your email address to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please check the relevant box located on the form on which we collect your data, adjust your user preferences in your account profile and /or click "Unsubscribe" in any e-mail communications we send you.

If you become aware of any unauthorized use of your Registration Information, you agree to notify Protect US immediately.

**Your Use of the Service**

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use our Service for lawful, internal, and non- commercial purposes. Subject to your compliance with this Agreement, Protect US hereby grants to you, a personal, worldwide, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to use the software and content provided to you as part of the Services.

Accurate records enable Protect US to provide the Service to you. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Protect US, in its sole discretion, may elect to take.

You agree that Protect US may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Protect US a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Protect US in any way.

As a part of the Protect US community, you agree and authorize Protect US to collect information about the websites that you visit that is used to create a better user experience for you and other Protect US users. Examples of this type of information includes information about the websites you visit and the frequency you visit them. In the future we may offer personalization options in our products that utilize knowledge about what products you are interested in to present relevant content and product offers. As we explore ways to use data to build more powerful product experiences that we believe will increase your chance of ethical shopping opportunities we may provide ways to opt out of this data collection, though it may result in degraded product capabilities if such data is required to provide the product experience.

You represent, warrant, and agree that you will not contribute any content or otherwise use the Services or interact with the Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including Protect US);
2. Violates any law or regulation or this Agreement;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your Protect US account or anyone else’s (such as allowing someone else to log in to the Services as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure) or that would bypass the navigational structure or presentation of the Service;
8. “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
9. Copies or stores any significant portion of the Content;
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; or
11. Circumvent, removes, alters, deactivates, degrades or thwarts any technological measure or content protections of the Service.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

**Electronic Notifications**

Protect US may from time to time provide automatic notifications and voluntary account-related notifications. Our basic operating point of view is to do everything we possibly can to avoid annoying you so wherever possible we will minimize unnecessary notifications and provide configuration switches to limit unwanted communications.

Automatic notifications may be sent to you following certain changes made online to your Protect US account, such as a change in your Registration Information.

Voluntary account notifications may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These notifications allow you to choose alert messages for your accounts. Protect US may add new notifications from time to time, or cease to provide certain notifications at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your notifications service.

Electronic notifications will be sent to the email address you have provided as your primary email address for the Service. If your email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your notifications.

Because notifications are not encrypted, we will never include your passcode. However, notifications may include your Protect US login information and some information about your accounts. Anyone with access to your email will be able to view the content of these notifications. At any time you may disable certain notifications, although we may still send you Service-related notices as needed to allow us to provide you the Service.

**Rights you Grant to us**

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to Protect US through the Service, you are licensing that content to Protect US solely for the purpose of providing the Service. Protect US may use and store the content, but only to provide the Service to you. By submitting this content to Protect US, you represent that you are entitled to submit it to Protect US for use for this purpose, without any obligation by Protect US to pay any fees or other limitations.

**Protect US’ Intellectual Property Rights**

The contents of the Service, including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Service belong or are licensed to Protect US or its software or content suppliers. Protect US grants you the right to view and use the Service subject to these terms. You may download or print a copy of information provided in the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent. If you would like to request such permission, shoot us an email at info@protect-us.org

**Access and Interference**

You agree that you will not do stuff to make it harder for other users to enjoy our Service. We’d prefer not to have to list all of these things here, so don’t make us.

**Rules for Posting Content**

As part of the Service, Protect US may allow Members to post content on various publicly available locations in the Service (“User Content”). You agree in posting User Content to follow the following rules:

* You are responsible for all User Content you submit to the Service.
* By submitting User Content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the User Content in connection with the Service and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access and use your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.
* You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
* You may not interfere with other Users’ use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

**Disclaimer of Representations and Warranties**

To the maximum extent permitted by applicable law, the content and all services and products associated with the service or provided through the service (whether or not sponsored) are provided to you on an “as-is” and “as available” basis. Protect US makes no representations or warranties of any kind, express or implied, as to the content or operation of the service or of the service. You expressly agree that your use of the service is at your sole risk.

Protect us makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content on the service or of the service (whether or not sponsored), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. Protect us makes no representation, warranty or guarantee that the content that may be available through the service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for ensuring the accuracy of any user content that you provide, and we disclaim all liability and responsibility for the accuracy of such content.

**Notification Disclaimer**

You understand and agree that any notifications provided to you through the Service may be delayed or prevented by a variety of factors. Protect US does its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that Protect US shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of an notification; or for any actions taken or not taken by you or any third party in reliance on an notification.

**Limitations on Protect US’ Liability**

HERE WE GO AGAIN:

Protect US shall in no event be responsible or liable to you or to any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business, arising in whole or in part from your access to the service, your use of the service or this agreement, or for any loss or damage caused by your reliance on information obtained on or through the service, even if Protect US has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this agreement, Protect US’ liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to $500.00 (five hundred united states dollars).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Protect US shall be limited to the fullest extent permitted by law. Therefore, the foregoing limitations shall apply to the maximum extent permitted by law. Nothing in this agreement affects statutory rights that cannot be waived or limited by contract.

**Your Indemnification of Protect US**

You shall defend, indemnify and hold harmless Protect US and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney’s fees, in whole or in part arising out of or attributable to your use of the service or any breach of this agreement by you or your violation of any law or the rights of a third party when using the service.

**Ending your Relationship with Protect US**

This agreement will continue to apply until terminated by either you or Protect US as set out below. If you want to terminate your legal agreement with Protect US, you may do so by closing your account for the service.

Please use the directions below to cancel your account, only if you have created a membership. Otherwise just uninstall Protect US and stop visiting our website and using other services.

Email info@protect-us.org to cancel your account. Upon doing so:

* Your account will be closed, your Protect US gold account will be zeroed out, and your ability to log in deactivated; and
* Any data in our records will be retained subject to our privacy policy.

Protect US may at any time, terminate its legal agreement with you:

* If you have breached any provision of this agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this agreement);
* If Protect US in its sole discretion believes it is required to do so by law (for example, where the provision of the service to you is, or becomes, unlawful); or
* Immediately upon notice, to the e-mail address provided by you as part of your registration information.

**Modifications**

Protect US may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website(s). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

**ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS**

Arbitration. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION’S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF VIRGINIA. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

If you wish to begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to P.O. Box 330, Harrisonburg, VA 22802.

As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court’s rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. BY AGREEING TO THIS ARBITRATION CLAUSE & CLASS ACTION WAIVER, YOU AND PROTECT US ARE GIVING UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM THAT EACH SIDE MAY HAVE AGAINST THE OTHER INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person’s account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim of action arose or be forever banned.

If you do not want to arbitrate disputes with Protect US and you are an individual, you may opt out of this ARBITRATION CLAUSE & CLASS ACTION WAIVER by sending an email to info@protect-us.org within thirty (30) days of the first date you access or use the Service. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

**Governing Law and Forum for Disputes**

This Agreement, and your relationship with Protect US under this Agreement, shall be governed by the laws of the State of Virginia in the United States of America without regard to its conflict or choice of laws provisions. Any dispute with Protect US, or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively as specified in the ARBITRATION CLAUSE & CLASS ACTION WAIVER clause above, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Protect US may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, Protect US is able to offer the Service at the terms designated, with little or no charge to you, and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with Protect US, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement (LAST TIME FOR ALL CAPS, PROMISE):

* YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
* YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

**Copyright Disputes and User Content**

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Protect US, being asked to remove user generated material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable User Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, visit [here](https://www.joinhoney.com/copyright). To learn more about the DMCA, [here](https://www.copyright.gov/reports/studies/dmca/dmca_executive.html).

**California Consumer Rights Notice**

California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952- 5210.

**Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if Protect US does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Protect US has the benefit of under any applicable law), this will not be taken to be a formal waiver of Protect US’ rights and that those rights or remedies will still be available to Protect US.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

**Contact Us**

Protect US welcomes comments, questions, concerns, or suggestions. Please send us feedback by emailing us at info@orotect-us.org or writing us at P.O. Box 330, Harrisonburg, VA 22802.