

# 3LPlace Site and Curriculum Terms and Conditions of Use

## Privacy Policy

## 3LPlace Wiki Terms of Service

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### 3LPlace Site and Curriculum Terms and Conditions of Use

(Effective as of October 27, 2017)

#### Acceptance of Terms and Conditions of Use:

3LPlace, Inc. (“**3LPlace**,” “**we**,” “**us**” or “**our**”) makes available this 3LPlace website (the “**Site**”) to provide visitors (“**you**,” “**your**”) with information about 3LPlace and our work to build community and opportunity for adults with developmental disabilities.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE (THESE “TERMS AND CONDITIONS”) CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST 3LPLACE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW .**

By accepting these Terms and Conditions or by accessing or using the 3LPlace Curriculum available for download through the Site (the “**3LPlace Curriculum**”) or the Site, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you may not access or use the 3LPlace Curriculum or the Site. Agreeing to these Terms and Conditions is a condition to using the Site and the 3LPlace Curriculum.

We reserve the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time without further notice. You should periodically review these Terms and Conditions to read the current version so you are aware of any revisions to which you are bound. If we make any revisions, we will post the changes to these Terms and Conditions on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Site or the 3LPlace Curriculum after any such changes or modifications constitutes your acceptance of the Terms and Conditions as revised. If you do not agree to abide by these or any future Terms and Conditions, do not use or access (or continue to use or access) the Site or the 3LPlace Curriculum.

#### The 3LPlace Curriculum and Other Content Made Available by 3LPlace

- **The 3LPlace Curriculum:** [The 3LPlace Curriculum](#) is provided by 3LPlace, Tufts University, Jewish Family & Children’s Services Boston and various other organizations (collectively, the “**Copyright Owners**”) as a service to you. You may use the 3LPlace Curriculum for noncommercial purposes, as further described in the paragraph titled “Permitted Use” below.
- **The 3LPlace Wiki:** 3LPlace also makes available text, graphics, images, video, software and other material (“**Content**”) on the [3LPlace Wiki](#), a shared, cooperative commons for the development of additional ideas,

programs and curricula for adults with developmental disabilities. Content on the 3LPlace Wiki (other than excerpts from the 3LPlace Curriculum) is made available under the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#). Use of the 3LPlace Wiki is governed by the 3LPlace Wiki Terms of Service.

- **Other Content:** With the exception of Content on the 3LPlace Wiki, all other Content on the Site is referred to in these Terms and Conditions as “**Site Content**.” You may use the Site Content for noncommercial purposes, as further described in the paragraph titled “Permitted Use” below.

### **Your Use of the Site, Site Content and the 3LPlace Curriculum:**

Site Content and the 3LPlace Curriculum are protected by copyright, trademark and other intellectual property laws. You may not use Site Content or the 3LPlace Curriculum for any commercial purposes without our express written authorization. You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes the 3LPlace Curriculum, any portion thereof, any Site Content, any other portion of the Site, use of the Site or access to the Site unless otherwise expressly authorized herein or in writing by us. Unauthorized use of these materials by you may violate copyright, trademark and/or other proprietary rights and laws, in addition to violating these Terms and Conditions. Except as expressly provided herein, 3LPlace and the other Copyright Owners do not grant any express or implied right to you through these Terms and Conditions under any copyrights, trademarks or other intellectual property rights. Other rights may be granted to you by 3LPlace or the other Copyright Owners in a separate writing.

**Permitted Use:** You may use Site Content and copy, modify and use the 3LPlace Curriculum, or portions thereof, for noncommercial purposes in educating or developing a curriculum for the education of an individual with autism or other developmental disability. You hereby agree that you will deliver or otherwise provide copies of any modifications, changes or improvements that you make to the 3LPlace Curriculum (“**Improvements**”) to 3LPlace.

**Restrictions on Use:** You will not: (1) take any action that imposes an unreasonable load on the Site’s infrastructure, (2) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site, (3) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site, (4) delete or alter any material posted on the Site by 3LPlace any other person or entity or (5) frame any of the materials or information available on the Site. “Mirroring” or making available any portion of the Site by another server is strictly prohibited by these Terms and Conditions.

### **Our Use of Your User Content:**

With respect to any Content you upload to or through the Site, share with other users of the Site or recipients or otherwise provide to us, including any feedback or evaluation of the 3LPlace Curriculum, or any Improvements (collectively, your “**User Content**”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein, or have authorization from the owner of such Content to upload the User Content and sufficient rights in the User Content to grant the license set forth in this paragraph. By uploading, sharing or otherwise providing User Content, you hereby grant to us a nonexclusive, worldwide, sublicensable (directly and indirectly through multiple tiers), paid-up, royalty-free, perpetual, irrevocable license to reproduce, display, modify and create derivative works of, distribute, perform or otherwise use or exploit such User Content, in whole or in part, for any purpose, including commercial purposes.

The grant of rights from you to us in the previous paragraph applies to Improvements, whether submitted to us through the 3LPlace Wiki or otherwise, but does not apply to other User Content that you post to the 3LPlace Wiki. Use of such User Content by us and others is governed by the 3LPlace Wiki Terms of Service, below.

You acknowledge and agree that any other questions, comments, suggestions, ideas, feedback or other information about the Site or the 3LPlace Curriculum provided by you to us are non-confidential and we will be entitled to the

unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Disclaimer; Limitation of Liability:**

YOU AGREE THAT YOUR USE OF THE SITE, SITE CONTENT AND THE 3LPLACE CURRICULUM IS AT YOUR SOLE RISK. THE MATERIALS AT THE SITE ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR FITNESS FOR ANY PARTICULAR PURPOSE. 3LPLACE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE, SITE CONTENT OR THE 3LPLACE CURRICULUM, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. 3LPLACE WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE SITE CONTENT OR THE 3LPLACE CURRICULUM, OR ANY OTHER INFORMATION CONVEYED TO THE USER THROUGH THE SITE, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS IN THE PROVISION OF THE SITE FROM WHATEVER CAUSE.

IN NO EVENT WILL THE COPYRIGHT OWNERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS PRESENTED ON THE SITE, EVEN IF THE COPYRIGHT OWNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COPYRIGHT OWNERS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

**Termination:**

You agree that 3LPlace, in our sole discretion, may suspend or terminate your use of the Site or the 3LPlace Curriculum and remove and discard any content, including your User Content, within the Site, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site or the 3LPlace Curriculum may be referred to appropriate law enforcement authorities. We may also in our sole discretion and at any time discontinue providing the Site or the 3LPlace Curriculum, or any part thereof, with or without notice. You agree that any termination of your access to the Site or the 3LPlace Curriculum under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that we may immediately delete any User Content and all related information and files and/or bar any further access to such files or the Site or the 3LPlace Curriculum. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Site, and we and the other Copyright Owners will not be liable to you or any third party for any termination of your access to the 3LPlace Curriculum.

**Indemnity:**

You will indemnify 3LPlace, each other Copyright Owner and our and their officers, directors, employees, permitted successors, agents and representatives (each, an “**Indemnified Party**”), and hold the Indemnified Parties harmless from, any claim, demand, action, suit or proceeding brought against any Indemnified Party by any third party that arises out of or is related to your breach of these Terms and Conditions, your User Content, your use of the 3LPlace Curriculum or any part thereof or your provision of any related services (each, a “**Claim**”), and you will pay all damages, costs and expenses (including reasonable costs and expenses of attorneys) finally awarded against any and all Indemnified Parties by a court of competent jurisdiction as a result of any such Claim or payable by any and all Indemnified Parties pursuant to a settlement agreement in settlement of such Claim.

### **Site Updates:**

We do not warrant the accuracy or completeness of the information, graphics, links to other websites or any other items contained within the Site. We make no commitment to update the materials on the Site.

### **Links to Other Websites:**

Other websites linked from the Site are not under the control of 3LPlace, and we disclaim any responsibility for the content of any linked website or any link contained in a linked website. We do not endorse other organizations, companies, products or websites to which the Site links and reserve the right to note as such on any page of the Site. Should you decide to access any of the third party websites linked to from the Site, you do so entirely at your own risk.

### **Collection, Use and Disclosure of Information About You:**

For details on our privacy practices and how we collect, use and disclose information from users of and visitors to the Site, please see our Privacy Policy, below. By accessing or using the Site, you consent to our collection and use of personal information as outlined in our Privacy Policy.

### **No Medical Advice:**

Information on the Site and in the 3LPlace Curriculum is provided for educational purposes only and is not intended as a substitute for advice provided by your physician or other healthcare professional. You should not use the information on the Site for diagnosing or treating a health or developmental problem; you should always speak with your physician or other health care or therapeutic professional before adopting any treatment for a health or developmental problem.

The Copyright Owners assume no responsibility for how this information is used. You should not use this information for diagnosing a health or developmental problem or disease but should always consult your own physician.

### **Use in Other Locations; Compliance with Laws:**

The Site is hosted by 3LPlace, 50 Whitman Street, Somerville, MA 02144-1975. 3LPlace makes no representation that the materials presented on the Site are appropriate or available for use outside of the United States, and access to them from territories where their content is illegal is prohibited. Those who choose to access the Site from outside of the United States do so on their own initiative and at their own risk, and those who access the Site, whether inside or outside of the United States, are responsible for compliance with applicable local laws. You may not use or export the materials contained on the Site in violation of United States export laws and regulations.

### **Dispute Resolution by Binding Arbitration:**

#### **PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.**

- Agreement to Arbitrate: This Dispute Resolution by Binding Arbitration section is referred to in these Terms and Conditions as the “**Arbitration Agreement**.” You agree that any and all disputes or claims that have arisen or may arise between you and 3LPlace, whether arising out of or relating to these Terms and Conditions (including any alleged breach thereof), the Site, the 3LPlace Curriculum or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms and Conditions, you and 3LPlace are each waiving the right

to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU AND 3LPLACE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND 3LPLACE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**
- Pre-Arbitration Dispute Resolution: 3LPlace is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to a visitor's satisfaction by emailing us at info@3LPlace.org. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to 3LPlace should be sent to 3LPlace, 50 Whitman Street, Somerville, MA 02144-1975, Attention: Legal ("**Notice Address**"). The Notice must (1) describe the nature and basis of the claim or dispute and (2) set forth the specific relief sought. If 3LPlace and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or 3LPlace may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by 3LPlace or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or 3LPlace is entitled.
- Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and Conditions and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless 3LPlace and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, 3LPlace agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- Costs of Arbitration: Payment of all filing, administration and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, 3LPlace will pay all Arbitration Fees. If the value of relief

sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, 3LPlace will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, 3LPlace will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

- **Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms and Conditions will continue to apply.
- **Future Changes to Arbitration Agreement:** Notwithstanding any provision in these Terms and Conditions to the contrary, 3LPlace agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending 3LPlace written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions).

#### **Miscellaneous:**

Any claim relating to the materials provided on the Site or your use of the Site or the 3LPlace Curriculum will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and 3LPlace agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Suffolk County, Massachusetts. The failure of 3LPlace to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. Except as set forth in the Arbitration Agreement above, if any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, the 3LPlace Curriculum or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and Conditions and of any notice given in electronic form will 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. You may not assign these Terms and Conditions without the prior written consent of 3LPlace, but 3LPlace may assign or transfer these Terms and Conditions, in whole or in part, without restriction. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail, if we have your address.

By accessing or using the 3LPlace Curriculum or the Site, you agree to be bound by these Terms and Conditions.

## **3LPlace Privacy Policy**

This Privacy Policy was last updated on October 27, 2017

### **Our Policy:**

Welcome to the website (the “**Site**”) of 3LPlace, Inc. (“**3LPlace**,” “**we**,” “**us**” and/or “**our**”). 3LPlace makes available the Site to provide information about our organization and our work to build community and opportunity for adults with developmental disabilities. 3LPlace also makes available the 3LPlace Wiki, a shared, cooperative commons for the development of ideas, programs and curricula for adults with developmental disabilities (the “**3LPlace Wiki**” and, together with the Site, the “**Services**”). This Privacy Policy describes the information that 3LPlace and the third parties with which we work to operate the Services collect through the Services, including personally identifiable data (“**Personal Data**”) and other information collected from visitors to and users of the Services (“**you**,” “**your**”).

Without prejudice to your rights and/or your and our obligations under any applicable laws, this Privacy Policy is governed by the laws of the Commonwealth of Massachusetts, in the United States of America.

### **Information We Collect:**

When you interact with us through the Services, we may collect Personal Data and other information from you, as further described below:

**Personal Data:** Personal Data is information that identifies or relates to you. It includes your full name or email address, or a combination of several pieces of information which couldn’t identify you on their own but which might identify you when combined together, like a portion of your name and the name of the street where you live. We collect Personal Data when you voluntarily provide it to us through the Services, such as when you contact us with inquiries through the Site’s contact form, respond to one of our surveys, register to contribute to the 3LPlace Wiki or use certain Services.

If you register for an account with 3LPlace in order to contribute content to the 3LPlace Wiki, we will ask you to set up a password for your account and provide us with your name, email address and information about your affiliations with schools, organizations or other entities involved in educating and working with individuals with developmental disabilities.

**By voluntarily using the Services and providing us with Personal Data, you are consenting to our use of your Personal Data in accordance with this Privacy Policy. If you provide Personal Data to us through the Services and are located outside of the United States, you are consenting to the transfer of your Personal Data from your current location to the offices and servers of 3LPlace and authorized third parties in the United States, and the processing and storage of it by us or by such authorized third parties in the United States. The privacy and data protection laws of the United States may differ from those laws and rules applicable in the country in which you reside. In transferring your Personal Data from the country in which you reside into the United States, we are relying on your explicit consent to such transfer, which you are entitled to revoke at any time by giving us notice of such revocation; provided that, to the extent you provide us with your Personal Data for the purposes of registering for and participating in the Services, we are relying on the fact that the transfer of your Personal Data to us in the United States is necessary for the purposes of contracting with us so as to contribute to the Services. In any event, if you revoke your consent, you may not be able to contribute to the 3LPlace Wiki or use certain features of the Services to their full extent, or at all.**

### **Other Information:**

**IP Addresses; Device IDs:** When you visit the Services, we or our service providers may also collect your IP address (the Internet address of your computer). We may use IP addresses for various purposes, including to analyze and report upon visits to and usage of the Services; to diagnose and prevent service or technology problems affecting the Services; and to monitor and prevent fraud and abuse. If you access the Services on a mobile device, we or our service providers may also collect the device type and identification number and request access to settings information for similar purposes. By visiting or using the Services, you are consenting to the collection of IP addresses and device identifiers. In any event, we consider that our collection of IP addresses and device identifiers for the purposes set out above is in our legitimate interests. For more information about what we mean by legitimate interests, and when we may process Personal Data for our legitimate interests, please see the “Legitimate Interests” section below.

**Automatically Collected Information:** When you interact with 3LPlace through the Services, we use various technologies to passively collect information from you that that, on its own, does not identify you personally. 3LPlace may collect and store this information itself, or this information may be collected by and included in databases owned and maintained by 3LPlace’s agents or service providers. We or our agents or service providers may use such information and pool it with other information to track the total number of visitors to the Services, the number of visitors to each page of the Services and how visitors and users interact with the Services, so that 3LPlace can learn about the features of the Services that are of interest to visitors and users and improve the content and functionality of the Services. If we combine this information with Personal Data, we will treat the combination like Personal Data. We consider that it is in our legitimate interests to track the visitors to and users of the Services. For more information about what we mean by legitimate interests, and when we may process Personal Data for our legitimate interests, please see the “Legitimate Interests” section below.

In operating the Services, we use "cookies" and similar technologies. A cookie is a piece of information that the computer that hosts the Services gives to your browser when you access the Services. These technologies help us provide additional functionality on the Services, analyze how visitors and users use the Services, measure traffic to the Services and related browsing behavior and improve visitors’ and users’ experiences when using the Services. We set a cookie on your browser to help us identify you so that you only have to enter a password once during a visit to the Services, and we use information collected through cookies and combine it with other analytics information to track our visitors’ and users’ browser software and the domain names of our visitors’ and users’ Internet service providers, and to help us understand how visitors and users are directed to the Services and which content displayed on the Services is of the greatest interest to visitors to and users of the Services. On most browser toolbars, you will find information about how to be notified when you receive a new cookie and how to turn cookies off. If you turn these technologies off, you may not be able to take advantage of some of the Services’ features.

The Services use the following cookies for the following purposes:

Name	Purpose
<i>[e.g. Session ID cookie]</i>	<p>[This is a temporary cookie file which is erased when you close your web browser. When you restart your browser and revisit the Services, the Services will not recognize you.</p> <p>The purpose of this cookie is to identify when a user has logged into the Services. This cookie is essential to use and navigate the Services. Without this cookie, you would not be able to properly view or interact with content made available to users through the Services, and basic functions of our website would not work.]</p>
<i>[e.g. Persistent Cookie]</i>	<p>[This is a cookie stored on your computer for a set period of time and is used to identify your choice of language for the use of the Services. When you return to the Services, this cookie is queried and the proper language site is delivered to your browser. If you select a different language site via the language selector in the upper right-hand corner of the website, this cookie is reset to reflect your latest choice of language.]</p>

**Analytics:** We allow certain third party service providers to use cookies or similar technologies to collect information about your browsing activities over time and across different websites following your use of the Services. We use Google Analytics, a web analytics service provided by Google, Inc. (“Google”), which uses cookies to help us analyze how visitors and users use the Services and enhance your experience when you use the Services. For more information on how Google uses this data, go to [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/). You may opt out of having your information used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on available at <https://tools.google.com/dlpage/gaoptout/>.

**Aggregated Personal Data:** In an ongoing effort to better understand and serve the visitors to and users of the Services, 3LPlace often conducts research on its visitor and user demographics, interests and behavior based on the Personal Data and other information provided to us. This research may be compiled and analyzed on an aggregate



basis, and 3LPlace may share this aggregate data with its agents and business partners. This aggregate information does not identify you personally. 3LPlace may also disclose aggregated visitor and user statistics in order to describe the Services to current and prospective business partners, and to other third parties for other lawful purposes.

***Do Not Track Signals:*** The Services currently do not respond to “Do Not Track” (DNT) signals and operate as described in this Privacy Policy whether or not a DNT signal is received. If we do respond to DNT signals in the future, we will update this Privacy Policy to describe how we do so.

**Legitimate Interests:**

“Legitimate interests” means the interests of 3LPlace in conducting and managing our organization and in operating the Services. For example, we may have a legitimate interest in processing your Personal Data to analyze how the Site and the Services are being used by you.

When we process your Personal Data for our legitimate interests, we make sure to consider and balance any potential impact on you, and your rights under data protection laws. Our legitimate interests do not automatically override your interests.

We will not use your Personal Data for activities where our interests are overridden by the impact on you, unless we have your consent or those activities are otherwise required or permitted by law.

You have the right to object to processing that is based on our legitimate interests. For more information on your rights, please see the “Your Rights” section below.

**Use of Your Personal Data and Other Information:**

We will use the Personal Data you give us for the reason that you provided it to us. If you give us Personal Data to obtain access to the 3LPlace Wiki as a registered user, we will use your Personal Data to set up your account. If you contact us through the Site’s contact form and indicate that you would like to learn more about 3LPlace, we may use the Personal Data that you provide to get in touch with you and send additional information about 3LPlace to you.

3LPlace may also use your Personal Data and other information collected through the Services to help us improve the content and functionality of the Services; to better understand the Services’ visitors and users and improve the Services; and to contact you in the future to tell you about programs, services or events we believe will be of interest to you, if we have your consent to do so. If we use your information to send you marketing communications via email, each email will contain instructions permitting you to “opt out” of receiving future marketing communications from us. If at any time you wish not to receive any future marketing communications or you wish to have your name deleted from our mailing lists, please contact us as indicated below.

**Disclosure of Your Personal Data and Other Information:**

There are certain limited circumstances in which 3LPlace may share your Personal Data and other information collected from you with certain third parties without further notice to you, as set forth below:

**Business Transfers:** As we develop our organization, we might join with other businesses or organizations or buy or sell certain assets. In the event of a corporate sale, merger, acquisition, reorganization, sale of assets, dissolution, transition of service to another provider or a similar event, Personal Data may be part of the transferred assets.

**Agents, Vendors, Service Providers and Related Third Parties:** We sometimes hire and work with companies and individuals other than our employees to perform certain functions on our behalf, including mailing information, maintaining databases and processing donations. When we engage another entity or individual to perform a function of this nature, we only provide the information needed to perform the specific function. We currently work with PayPal, Inc. (“PayPal”) to process donations. PayPal will collect and process donation information (including your credit card number, the security code associated with your card and expiration date) that you provide to PayPal directly in order to enable the processing of donations that you make to us.

**Legal Requirements:** 3LPlace may disclose your Personal Data if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or

property of 3LPlace, (iii) act in urgent circumstances to protect the personal safety of visitors to and users of the Services or the public, or (iv) protect against legal liability.

#### **Your Choices:**

You can visit the Services and view the 3LPlace Curriculum and content on the 3LPlace Wiki without providing any Personal Data. If you choose not to provide any Personal Data, you may not be able to use certain Services. For example, you will not be able to contribute to the 3LPlace Wiki without providing registration information to 3LPlace.

#### **Exclusions:**

This Privacy Policy does not apply to any Personal Data provided to 3LPlace other than the Personal Data described above that is collected from users and visitors through the Services. This Privacy Policy also does not apply to information that you provide to 3LPlace and others by posting to public areas of the Services, such as the 3LPlace Wiki or comments posted to comments sections (collectively, “**Public Submissions**”). All Public Submissions will be deemed to be non-confidential, and 3LPlace is free to reproduce, use, disclose, and distribute such Public Submissions to others without limitation or attribution except as otherwise provided in the 3LPlace Site and Curriculum Terms and Conditions of Use and the 3LPlace Wiki Terms of Service.

#### **Children:**

The Services are not intended to be used or accessed by children who are under the age of 16. 3LPlace does not knowingly collect Personal Data from children under the age of 16. If you are under the age of 16, please do not submit any Personal Data through the Services. If you have reason to believe that a child under the age of 16 has provided Personal Data to 3LPlace through the Services, please contact us, and we will endeavor to delete that information from our databases.

#### **Links to Other Websites:**

This Privacy Policy applies only to the Services. The Services may contain links to other websites or services not operated or controlled by 3LPlace. The policies, practices and procedures described in this Privacy Policy do not apply to third-party websites or services. Any links from the Services to third-party websites or services do not imply that 3LPlace endorses or has reviewed those sites or services. We suggest contacting those sites or services directly for information on their privacy policies.

#### **Security:**

3LPlace takes reasonable steps to protect the Personal Data provided via the Services from loss, misuse and unauthorized access, disclosure, alteration or destruction. However, no Internet or email transmission is ever fully secure or error-free. In particular, email sent to or from the Services may not be secure. Therefore, you should take special care in deciding what information you send to us via email. Please keep this in mind when disclosing any Personal Data to 3LPlace via the Internet.

#### **Retention Policy:**

We will keep your Personal Data only for as long as is reasonably necessary for the purposes outlined in this Privacy Policy, or for the duration required by law, whichever is longer.

#### **Your Rights:**

If you provide us with your Personal Data from within the European Union or any jurisdiction in which the General Data Protection Regulation (or a law or regulation implementing the General Data Protection Regulation) applies, you will have the following rights in relation to the Personal Data we hold about you:

- **Right of access:** If you ask us, we will confirm whether we are processing your Personal Data and, if so, provide you with a copy of that Personal Data (along with certain other details). If you require additional copies, we may need to charge a reasonable fee.
- **Right to rectification:** If the Personal Data we hold about you is inaccurate or incomplete, you are entitled to have it rectified or completed. If we have shared your Personal Data with others, we will let them know about the rectification where possible. If you ask us, where possible and lawful to do so, we will also tell you who we have shared your Personal Data with so that you can contact them directly.
- **Right to erasure:** You may ask us to delete or remove your Personal Data in some circumstances, such as when we no longer need it or when you withdraw your consent (where applicable). If we have shared your

Personal Data with others, we will let them know about the erasure where possible. If you ask us, where possible and lawful to do so, we will also tell you who we have shared your Personal Data with so that you can contact them directly.

- **Right to restrict processing:** You may ask us to restrict or ‘block’ the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of that Personal Data or object to us processing it (but not continuing to store it). We will tell you before we lift any restriction on processing. If we have shared your Personal Data with others, we will let them know about the restriction where possible. If you ask us, where possible and lawful to do so, we will also tell you who we have shared your Personal Data with so that you can contact them directly.
- **Right to data portability:** Effective May 25, 2018, you have the right to obtain Personal Data that you have provided to us and that we are processing based on your consent or because processing is necessary to provide the Services to you in a structured, commonly used and machine-readable format, and to reuse it elsewhere.
- **Right to object:** You may ask us at any time to stop processing your Personal Data, and we will do so, if we are:
  - relying on our own or someone else’s legitimate interests to process your Personal Data, except if we can demonstrate compelling legal grounds for continued processing (for more information about what we mean by legitimate interests, and when we may process your data for our legitimate interests, please see “Legitimate Interests” section above); or
  - processing your Personal Data for direct marketing.
- **Rights in relation to automated decision-making and profiling:** You have the right not to be subject to a decision when it is based solely on automated processing, including profiling, and it produces a legal effect or similarly significantly affects you unless such profiling is necessary for entering into, or the performance of, a contract between you and us.
- **Right to withdraw consent:** If we rely on your consent as our legal basis for processing your Personal Data, you have the right to withdraw that consent at any time.
- **Right to lodge a complaint with the data protection authority:** If you have a concern about any aspect of our privacy practices, including the way we have handled your Personal Data, you can report it to the data protection authority that is authorized to hear those concerns.

You may exercise your rights by contacting us as indicated under the “Access to Information; Contacting 3LPlace” section below.

#### **Other Terms and Conditions:**

Your access to and use of the Services is subject to the 3LPlace Site and Curriculum Terms at and Conditions of Use, above, and/or the 3LPlace Wiki Terms of Service, below.

#### **Changes to this Privacy Policy:**

As a result of changes to the Services or our organization, at times it may be necessary for 3LPlace to make changes to this Privacy Policy. 3LPlace reserves the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide any Personal Data. Your continued use of the Services after any changes or revisions to this Privacy Policy indicates your consent to the terms of such revised Privacy Policy.

#### **Access to Information; Contacting 3LPlace:**

You can help us ensure that your Personal Data is accurate, current and complete by updating your account information or contacting us at [info@3LPlace.org](mailto:info@3LPlace.org). We will take reasonable steps to update or correct Personal Data in our possession that you have previously submitted via the Services.

Please also feel free to contact us at [info@3LPlace.org](mailto:info@3LPlace.org) if you have any questions about this Privacy Policy.

You may also contact us as follows:

3LPlace  
50 Whitman Street  
Somerville, MA 02144-1975  
617-764-3280

## **3LPlace Wiki TERMS OF SERVICE**

**Date of Last Revision: October 27, 2017**

### **Acceptance of 3LPlace Wiki Terms of Service**

3LPlace, Inc. (“3LPlace,” “we,” “us” or “our”) makes available the [3LPlace Wiki](#), a shared, cooperative commons for the development of ideas, programs and curricula for adults with intellectual and developmental disabilities (the “3LPlace Wiki”), to visitors and users (“you,” “your”) subject to the following Terms of Service (as amended from time to time, these “Terms of Service”).

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST 3LPLACE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**

By accessing or using the 3LPlace Wiki, you acknowledge and represent that you have read, understood and agreed to be bound by these Terms of Service. You also represent that you have the legal authority to accept the Terms of Service on behalf of yourself and any party you represent in connection with your use of the 3LPlace Wiki, or, if you are under the age of majority in your jurisdiction (but 16 or older), that you have the approval of your parent or guardian to access and use the 3LPlace Wiki under these Terms of Service. If you do not agree with these Terms of Service, you may not access or use the 3LPlace Wiki.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. You should periodically review these Terms of Service to read the current version so you are aware of any revisions to which you are bound. If we make any revisions, we will post the changes to these Terms of Service on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the 3LPlace Wiki after any such changes or modifications constitutes your acceptance of the Terms of Service as revised. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the 3LPlace Wiki.

### **Other 3LPlace Offerings and Applicable Terms**

3LPlace also operates the 3LPlace website at [www.3LPlace.org](http://www.3LPlace.org) (the “Site”) to provide Site visitors with information about our work to build community and opportunity for adults with developmental disabilities, and, along with Tufts University, Jewish Family & Children’s Services Boston and various other organizations, provides the [3LPlace Curriculum](#). Access and use of the materials and information made available through the Site (other than the 3LPlace Wiki) and the 3LPlace Curriculum are governed by the [3LPlace Site and Curriculum Terms and Conditions of Use](#) (the “3LPlace Terms and Conditions of Use”).

### **Access and Use of the 3LPlace Wiki**

**Overview of the 3LPlace Wiki:** 3LPlace’s goal in developing the 3LPlace Curriculum with our co-authors was to begin to develop best practices in learning about how to help individuals with developmental disabilities move from schools into the community, and to support them as they build satisfying, meaningful adult lives and across the lifespan. 3LPlace makes available the 3LPlace Wiki to continue this collaborative effort to develop ideas, programs and curricula for adults with developmental disabilities. Except for excerpts from the 3LPlace Curriculum that are posted to the 3LPlace Wiki (as described below in the section with the heading “[Use of 3LPlace Curriculum](#);

Improvements”), you may generally use the text, graphics, images, video, software and other material (“**Content**”) made available by 3LPlace and users other than you on the 3LPlace Wiki (collectively, the “**Wiki Content**”) for noncommercial purposes in accordance with the terms of the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#). Content posted to the 3LPlace Wiki or made available through the 3LPlace Wiki by users of the 3LPlace Wiki other than 3LPlace and its employees and agents is referred to in these Terms of Service as “**User Content**.”

By accessing or using the 3LPlace Wiki, you acknowledge and agree that: (1) the 3LPlace Wiki is provided for general information purposes only and to provide a space for collaborating on programs and materials for skills development in adults with developmental disabilities, and should and may not be relied on, represented to be or used as a substitute for securing appropriate advice from your physician or other healthcare professional; (2) 3LPlace provides the 3LPlace Wiki as a forum for members of the public to discuss this information, and that information made available through the 3LPlace Wiki does not constitute the official opinion, position or view of 3LPlace; and (3) 3LPlace is not responsible for the information provided through the 3LPlace Wiki and/or for any action taken or activity that occurs as a result of the information provided through the 3LPlace Wiki.

You acknowledge that 3LPlace does not make any representations or warranties about the Wiki Content. Under no circumstances is 3LPlace liable in any way for any Wiki Content, including, but not limited to: any infringing User Content, any errors or omissions in Wiki Content, or for any loss or damage of any kind incurred as a result of the use of any Wiki Content posted, transmitted, linked from, or otherwise accessible through or made available via the 3LPlace Wiki. You understand that by using the 3LPlace Wiki, you may be exposed to Content that is offensive or objectionable to you.

You agree that you are solely responsible for your use of Wiki Content, including providing proper attribution as specified in the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#). You should review the terms of this license and these Terms of Service carefully before you use the 3LPlace Wiki, so that you know what you can and cannot do with Wiki Content. You may not use Wiki Content for commercial purposes (e.g., in a manner that is intended for or directed towards commercial advantage or monetary compensation). If you would like to use Wiki Content for any commercial purpose, you must first request and obtain permission from the owner of the applicable Wiki Content (i.e., either 3LPlace or the user who contributed the Wiki Content, as applicable).

**Contributions and Permitted Uses of User Content:** You are welcome to join our efforts to develop ideas, programs and curricula for adults with developmental disabilities by becoming a registered user of and contributor to the 3LPlace Wiki. As the 3LPlace Wiki is intended to be a tool to be updated and improved upon by its community of users, you acknowledge and agree that 3LPlace and other users may use any User Content that you contribute to the 3LPlace Wiki under the terms of the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#) (provided that 3LPlace may also use Improvements to the 3LPlace Curriculum as described in the paragraph below). You are responsible for complying with the terms of the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#), these Terms of Service and U.S. laws and other applicable laws in contributing your User Content to the 3LPlace Wiki, and in using Wiki Content.

Use of 3LPlace Curriculum; Improvements: Your use of any excerpts from the 3LPlace Curriculum that are posted to or linked from the 3LPlace Wiki is governed by the [3LPlace Terms and Conditions of Use](#), above. Excerpts from the 3LPlace Curriculum on the 3LPlace Wiki are designated as such on the relevant pages. If you contribute User Content to the 3LPlace Wiki that modifies, changes or improves upon excerpts from the 3LPlace Curriculum (“**Improvements**”), you hereby grant to us a nonexclusive, worldwide, sublicensable (directly and indirectly through multiple tiers), paid-up, royalty-free, perpetual, irrevocable license to reproduce, display, modify and create derivative works of, distribute, perform or otherwise use or exploit such Improvements, in whole or in part, for any purpose, including commercial purposes.

**Registering to Contribute to the 3LPlace Wiki:** You will be required to register with 3LPlace in order to contribute your User Content to the 3LPlace Wiki. If you choose to become a registered user of the 3LPlace Wiki, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the 3LPlace Wiki’s registration form or as otherwise requested by 3LPlace. Registration information and certain other information that we collect from you are governed by our Privacy Policy. If you are under 16 years of age, you are not authorized to use the 3LPlace Wiki, with or without registering. In addition, if you are 16 or older but under 18,

or the age of majority in your jurisdiction, if different, you may use the 3LPlace Wiki only with the approval of your parent or guardian.

**User Account, Password and Security:** If you are a registered user of the 3LPlace Wiki, you are responsible for maintaining the confidentiality of your password and other account information and are fully responsible for any and all activities that occur under your username or in connection with your account. You agree to (1) immediately notify 3LPlace of any unauthorized use of your password or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the 3LPlace Wiki. 3LPlace will not be liable for any loss or damage arising from your failure to comply with your obligations under this paragraph.

**Modifications to Service:** 3LPlace reserves the right to modify or discontinue, temporarily or permanently, the 3LPlace Wiki (or any part thereof), with or without notice. You agree that 3LPlace will not be liable to you or to any third party for any modification, suspension or discontinuance of the 3LPlace Wiki.

**General Practices Regarding Use and Storage:** You acknowledge that 3LPlace may establish general practices and limits concerning use of the 3LPlace Wiki, including without limitation the maximum period of time that Wiki Content will be retained by 3LPlace on the 3LPlace Wiki, and the maximum storage space that will be allotted on 3LPlace's servers on your behalf. You agree that 3LPlace has no responsibility or liability for the deletion or failure to store any Wiki Content, your User Content or other Content maintained or uploaded by the 3LPlace Wiki. You acknowledge that 3LPlace reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that 3LPlace reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

### Conditions of Use

**Your Conduct:** You are solely responsible for all User Content that you upload, post, publish or display (hereinafter, "upload") to the 3LPlace Wiki. The following are examples of the kind of User Content and/or use that is illegal or prohibited by 3LPlace. 3LPlace reserves the right to investigate and take appropriate legal action against anyone who, in 3LPlace's sole discretion, violates this provision, including without limitation by removing the offending User Content from the 3LPlace Wiki, suspending or terminating the account of such violators and reporting the violator to law enforcement authorities. You agree to not use the 3LPlace Wiki to:

- 1) email or upload any User Content that (a) infringes any intellectual property or other proprietary rights of any party; (b) you do not have a right to upload under any law or under contractual or fiduciary relationships; (c) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) poses or creates a privacy or security risk to any person; (e) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (f) is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (g) in the sole judgment of 3LPlace, is objectionable or which restricts or inhibits any other person from using or enjoying the 3LPlace Wiki, or which may expose 3LPlace or our users or visitors to any harm or liability of any type;
- 2) interfere with or disrupt the 3LPlace Wiki or servers or networks connected to the 3LPlace Wiki, or disobey any requirements, procedures, policies or regulations of networks connected to the 3LPlace Wiki;
- 3) violate any applicable local, state, national or international law, or any regulations having the force of law;
- 4) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 5) solicit personal information from anyone under the age of 18;
- 6) harvest or collect email addresses or other contact information of other users or visitors from the 3LPlace Wiki by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- 7) advertise or offer to sell or buy any goods or services for any business purpose;

- 8) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- 9) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the 3LPlace Wiki.

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**Other Prohibited Uses:** You agree that you will not use the 3LPlace Wiki or any Wiki Content as a substitute for securing appropriate advice from a physician or other healthcare professional.

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**Your User Content:** As the 3LPlace Wiki is intended to be a tool to be updated and improved upon by its community of users, you acknowledge and agree that your User Content will be made available through the 3LPlace Wiki for others to use, share and adapt under the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#), and that 3LPlace will have certain additional rights to commercialize and otherwise use any Improvements that you contribute to the 3LPlace Wiki as set forth above in the section with the heading “Use of 3LPlace Curriculum; Improvements.” With respect to your User Content, you represent and warrant that you own all right, title and interest in and to such User Content, including without limitation all copyrights and rights of publicity contained therein, or have authorization from the owner of such Content to upload the User Content to the 3LPlace Wiki and sufficient rights in the User Content to grant the license set forth in this paragraph. You acknowledge that,

to the extent that you include personal information in your User Content, such personal information will be public, and we are not responsible for how others may use it. By uploading User Content, you hereby (1) grant and will grant to us and other users of and visitors to the 3LPlace Wiki a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in any form, medium or technology now known or later developed, provided that such use is permitted under the terms of the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#) (or, in the case of 3LPlace's use of Improvements, such use is within the scope of the license granted above in the section with the heading "[Use of 3LPlace Curriculum: Improvements](#)"), and (2) acknowledge and agree that, except as otherwise provided in these Terms of Service, your User Content is hereby licensed under the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#), and may be used under the terms of that license or a future version of that license.

You acknowledge and agree that 3LPlace may preserve your User Content and may also disclose your User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (1) comply with legal process, applicable laws or government requests; (2) enforce these Terms of Service; (3) respond to claims that any User Content violates the rights of third parties; or (4) protect the rights, property or personal safety of 3LPlace, our users and visitors and the public. You understand that the technical processing and transmission of the 3LPlace Wiki, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

You may remove User Content that you have previously uploaded to the 3LPlace Wiki through your account settings. You may also request that we remove any of your User Content that you are unable to remove through your account settings by contacting us at [wiki@3LPlace.org](mailto:wiki@3LPlace.org). You acknowledge and agree that some of your User Content may remain on our servers after it is removed from public view. You also understand that your User Content may remain on portions of the 3LPlace Wiki visible to others if it has been posted or reposted by other users.

**Third-Party Material:** Under no circumstances will 3LPlace be liable in any way for any Content of any third parties, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content. You acknowledge that 3LPlace is not obligated to pre-screen User Content, but that 3LPlace and our designees will have the right in their sole discretion to refuse or remove any User Content that is available via the 3LPlace Wiki. Without limiting the foregoing, 3LPlace and our designees will have the right to remove (without notice) any User Content that violates these Terms of Service or is deemed by 3LPlace, in our sole discretion, to be otherwise objectionable. Removal of any of your User Content from the 3LPlace Wiki (by you or us) does not impact any rights you previously granted in such User Content under the terms of these Terms of Service or the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#). You agree that you must evaluate, and bear all risks associated with, the use of any Wiki Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

**Copyright Complaints:** 3LPlace respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify 3LPlace of your infringement claim in accordance with the procedure set forth below.

3LPlace will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("**DMCA**") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to 3LPlace's Copyright Agent at [info@3LPlace.org](mailto:info@3LPlace.org) (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

**3LPlace, Inc.**  
**50 Whitman Street**  
**Somerville, MA 02144-1975**  
**[Add fax.]**

To be effective, the notification must be in writing and contain the following information:



- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the 3LPlace Wiki, with enough detail that we may find it on the 3LPlace Wiki;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to upload and use the Content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- your name, address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court located within the District of Massachusetts and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, 3LPlace will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, 3LPlace has adopted a policy of terminating, in appropriate circumstances and at 3LPlace's sole discretion, users who are deemed to be repeat infringers. 3LPlace may also at our sole discretion limit access to the 3LPlace Wiki and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Third-Party Websites**

3LPlace may provide, or third parties may provide, links or other access to other sites and resources on the Internet through the 3LPlace Wiki. 3LPlace has no control over such sites and resources, and 3LPlace is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that 3LPlace will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the 3LPlace Wiki are between you and the third party, and you agree that 3LPlace is not liable for any loss or claim that you may have against any such third party.

### **Indemnity and Release**

You agree to release, indemnify and hold 3LPlace and our affiliates and our and their officers, employees, directors and agents (each such party, an "**Indemnified Party**") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your User Content, your violation of these Terms of Service, your violation of the [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License](#) or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnified Party from or against any liability, losses, damages, expenses or costs incurred as a result of any action or inaction of such Indemnified Party.

If you are a California resident, you 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.”

If you are a resident of another jurisdiction, you waive any comparable statute or doctrine to the extent permitted under applicable law.

#### **Disclaimer of Warranties**

YOUR USE OF THE 3LPLACE WIKI IS AT YOUR SOLE RISK. THE 3LPLACE WIKI IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 3LPLACE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

3LPLACE MAKES NO WARRANTY THAT (1) THE 3LPLACE WIKI WILL MEET YOUR REQUIREMENTS, (2) THE 3LPLACE WIKI WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE 3LPLACE WIKI WILL BE ACCURATE OR RELIABLE, OR (4) THE QUALITY OF ANY SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE 3LPLACE WIKI WILL MEET YOUR EXPECTATIONS.

#### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT 3LPLACE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 3LPLACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE 3LPLACE WIKI; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE 3LPLACE WIKI; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE 3LPLACE WIKI; OR (5) ANY OTHER MATTER RELATING TO THE 3LPLACE WIKI. IN NO EVENT WILL 3LPLACE’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE 3LPLACE WIKI OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE 3LPLACE WIKI.

**Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.**

- **Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the “**Arbitration Agreement.**” You agree that any and all disputes or claims that have arisen or may arise between you and 3LPlace, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the 3LPlace Wiki, the 3LPlace Curriculum, the Site or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these

Terms of Service, you and 3LPlace are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- **Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND 3LPLACE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND 3LPLACE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**

- **Pre-Arbitration Dispute Resolution**

3LPlace is always interested in resolving disputes amicably and efficiently, and most visitor and user concerns can be resolved quickly and to the visitor or user's satisfaction by emailing us at [wiki@3LPlace.org](mailto:wiki@3LPlace.org). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to 3LPlace should be sent to 3LPlace, 50 Whitman Street, Somerville, MA 02144-1975, Attention: Legal ("**Notice Address**"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If 3LPlace and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or 3LPlace may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by 3LPlace or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or 3LPlace is entitled.

- **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless 3LPlace and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, 3LPlace agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- **Costs of Arbitration**

Payment of all filing, administration and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, 3LPlace will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, 3LPlace will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, 3LPlace will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

- **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

- **Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (2) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (2) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

- **Future Changes to Arbitration Agreement**

Notwithstanding any provision in these Terms of Service to the contrary, 3LPlace agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the 3LPlace Wiki, you may reject any such change by sending 3LPlace written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

### **Termination**

You agree that 3LPlace, in our sole discretion, may suspend or terminate your account (or any part thereof) or use of the 3LPlace Wiki and remove and discard any of your User Content or Wiki Content for any reason, including without limitation for lack of use or if 3LPlace believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the 3LPlace Wiki may be referred to appropriate law enforcement authorities. 3LPlace may also in our sole discretion and at any time discontinue providing the 3LPlace Wiki, or any part thereof, with or without notice. You agree that any termination of your access to the 3LPlace Wiki under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that 3LPlace may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the 3LPlace Wiki. Further, you agree that 3LPlace will not be liable to you or any third party for any termination of your access to the 3LPlace Wiki.

You may terminate your account at any time and for any reason by notifying us via email at [wiki@3LPlace.org](mailto:wiki@3LPlace.org). You understand that your User Content may remain on the 3LPlace Wiki at 3LPlace’s discretion following the termination of your account unless you expressly request the removal of your User Content by contacting us at [wiki@3LPlace.org](mailto:wiki@3LPlace.org).

### **User Disputes**

You agree that you are solely responsible for your interactions with any other user in connection with the 3LPlace Wiki, and 3LPlace will have no liability or responsibility with respect thereto. 3LPlace reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the 3LPlace Wiki.

### **General**

These Terms of Service and the additional terms referenced in these Terms of Service constitute the entire agreement between you and 3LPlace and govern your use of the 3LPlace Wiki, superseding any prior agreements between you and 3LPlace with respect to the 3LPlace Wiki. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and 3LPlace agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Suffolk County, Massachusetts. The failure of 3LPlace to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. Except as set forth in the Arbitration Agreement above, if any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the 3LPlace Wiki or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of 3LPlace, but 3LPlace may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you regarding the 3LPlace Wiki, including changes to these Terms of Service, may be made via either email or regular mail, if we have your address. We may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the 3LPlace Wiki.

### **Your Privacy**

For details on our privacy practices and how we collect, use and disclose information from users of and visitors to the 3LPlace Wiki, please see our Privacy Policy, above. By accessing or using the 3LPlace Wiki, you consent to our collection and use of personal information as outlined in our Privacy Policy.

### **Questions? Concerns? Suggestions?**

Please contact us at [wiki@3LPlace.org](mailto:wiki@3LPlace.org) to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the 3LPlace Wiki.