

User Agreement

TERMS AND CONDITIONS OF USE

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF USE (TOU) BEFORE USING THIS WEBSITE.

Welcome to the Website of Mexicans & Americans Thinking Together-Foundation, Inc. (MATT). By continuing to access or use the MATT Website (Website), or any service on the Website, you signify YOUR ACCEPTANCE OF THE TOU. MATT reserves the right to modify or update the TOU at its discretion at any time without notice to you. Such modifications shall be effective immediately upon posting. Accordingly, please continue to review the TOU whenever accessing or using the Website, and note that any personal information collected in connection with the Website is governed by our Privacy Policy. Your use of the Website, or any service on the Website, after the posting of modifications to the TOU will constitute YOUR ACCEPTANCE OF THE TOU, as modified. If, at any time, you do not wish to accept the TOU, you may not use the Website. Any terms and conditions proposed by you which are in addition to or which conflict with the TOU are expressly rejected by MATT and shall be of no force or effect.

A. GENERAL TERMS

1. User Consent to the TOU. You represent that you have read and agree to be bound by the TOU for the Website.

2. Intellectual Property. The Website, including but not limited to text, content, images, logos, illustrations, photographs, video, audio and graphics (the "Service"), is protected by copyrights, trademarks, and/or other proprietary rights and laws of the U.S. and other countries. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by MATT and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of MATT and such others. You agree to protect the proprietary rights of MATT and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by MATT, or its representatives, affiliates, agents or suppliers of content, equipment, or otherwise ("Suppliers") to protect their and others' contractual, statutory, and common law rights in the Service. You agree to notify MATT in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the "Intellectual Property Rights") shall, as between you and MATT, at all times be and remain the sole and exclusive property of MATT. All present and future rights in and title to the

Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to MATT for its exclusive use. Except as specifically permitted by the TOU or by MATT in writing: (a) you may not copy, reproduce, distribute, republish, license, sell, modify, transfer or otherwise make any use of the Service or any portion thereof; (b) you shall not use MATT's Intellectual Property Rights or the Service, or the names of any individual participant in, or contributor to, the Service, or any variations or derivatives thereof, for any purpose.

3. Restrictions on Use. YOU MAY NOT USE THE SERVICE FOR ANY ILLEGAL PURPOSE OR IN ANY MANNER INCONSISTENT WITH THE TOU. YOU AGREE TO USE THE SERVICE SOLELY FOR YOUR OWN NONCOMMERCIAL USE AND BENEFIT, AND NOT FOR RESALE OR OTHER TRANSFER OR DISPOSITION TO, OR USE BY OR FOR THE BENEFIT OF, ANY OTHER PERSON OR ENTITY. YOU MAY NOT COPY, REPRODUCE, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, DISTRIBUTE, PUBLISH, DISPLAY, PERFORM, MODIFY, UPLOAD TO, CREATE DERIVATIVE WORKS FROM, TRANSFER, LICENSE, SELL OR IN ANY WAY EXPLOIT ANY PART OF THE SERVICE, EXCEPT THAT YOU MAY DOWNLOAD MATERIAL FROM THE SERVICE AND/OR MAKE ONE PRINT COPY FOR YOUR OWN PERSONAL USE, PROVIDED THAT YOU RETAIN ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES. MODIFICATION OF THE SERVICE'S CONTENT WOULD BE A VIOLATION OF MATT'S COPYRIGHT AND OTHER PROPRIETARY RIGHTS. ADDITIONALLY, YOU MAY NOT OFFER ANY PART OF THE SERVICE FOR SALE OR DISTRIBUTE IT OVER ANY OTHER MEDIUM WITHOUT THE PRIOR WRITTEN CONSENT OF MATT. FURTHERMORE, YOU MAY NOT USE ANY OF MATT'S TRADEMARKS, TRADE NAMES, OR SERVICE MARKS IN ANY MANNER WHICH CREATES THE IMPRESSION THAT SUCH NAMES AND MARKS BELONG TO OR ARE ASSOCIATED WITH YOU OR ARE USED WITH MATT'S CONSENT, AND YOU ACKNOWLEDGE THAT YOU HAVE NO OWNERSHIP RIGHTS IN AND TO ANY OF THESE NAMES AND MARKS. YOU WILL NOT USE THE SERVICE OR THE INFORMATION CONTAINED THEREIN IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU WILL NOT USE ANY OF MATT'S TRADEMARKS, TRADE NAMES, OR SERVICE MARKS IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU WILL NOT SPAM OR SEND UNSOLICITED MAILINGS TO ANY PERSON OR ENTITY USING THE SERVICE. YOU AGREE TO COMPLY WITH ANY OTHER APPLICABLE TERMS AND CONDITIONS OF SERVICE SET FORTH ON THE SERVICE. YOU WILL NOT USE ANY DATA MINING OR GATHERING TOOLS, INCLUDING WITHOUT LIMITATION, ANY ROBOTS OR SPIDERS, TO EXTRACT OR GATHER ANY INFORMATION FROM THE SERVICE. YOUR INTERACTIONS WITH INDIVIDUALS AND/OR ENTITIES FOUND ON OR THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH INTERACTIONS, ARE SOLELY BETWEEN YOU AND SUCH INDIVIDUALS AND/OR ENTITIES.

- **MEMBERS OF THE MEDIA.** Notwithstanding anything to the contrary herein, members of the media who are registered as such through this Web site may use the Service for news reporting purposes only after obtaining prior written consent from MATT. To request written consent from MATT, members of the media must call the number provided on the media registration page. Members of the media acquire no rights or license to the Service, other than those expressly conferred by MATT in writing, and must retain all copyright and other proprietary notices when using the Service.

4. Licensing, Submitting and Posting Content. (a) You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the TOU. Should you choose to download content from the Service, you must do so in accordance with the TOU. Such download is licensed to you by MATT ONLY for your own personal, noncommercial use in accordance with the TOU and does not transfer any other rights to you.

(b) If you submit Content (defined below) to MATT, or post Content on any part of the Service, you grant MATT, its affiliates, representatives and agents a nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, store, transmit, have transmitted, modify, adapt, publish, translate, create derivative works from, distribute and have distributed, edit, market, promote, copy, publicly and privately display, and publicly and privately perform such Content (in whole or in part) throughout the world in any form, media, or technology now known or hereafter developed, for editorial, commercial, promotional, and all other purposes. You also permit any other user to use, access, store, or reproduce such Content for that user's personal use. You acknowledge that MATT owns all right, title and interest in any compilation, collective work or other derivative work created using or incorporating the Content you provide, submit or post (in whole or in part).

(c) YOU UNDERSTAND THAT ALL CONTENT APPEARING ON THE SERVICE ARE THE SOLE RESPONSIBILITY OF THOSE PERSONS SUBMITTING OR POSTING THE CONTENT. THIS MEANS THAT YOU, AND NOT MATT, ARE ENTIRELY RESPONSIBLE FOR ALL CONTENT THAT YOU SUBMIT OR POST ON ANY PART OF THE SERVICE, AND/OR ANY SUBMISSION OR POST THAT OCCURS ON YOUR ACCOUNT WHILE YOUR PASSWORD IS BEING USED. MATT DOES NOT CONTROL THE CONTENT SUBMITTED OR POSTED ON THE SERVICE BY YOU OR OTHERS AND DOES NOT GUARANTEE THE ACCURACY, INTEGRITY, TRUTHFULNESS, OBJECTIVITY OR QUALITY OF ANYTHING ON THE SERVICE OR ANY PRODUCTS OR SERVICES THAT MAY APPEAR HERE. YOU UNDERSTAND THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE. UNDER NO CIRCUMSTANCES WILL MATT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN ANY SUBMISSIONS OR POSTINGS OR FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED IN CONNECTION WITH THE USE OF, ACCESS TO, OR CONTENT OR ANY OTHER INFORMATION CONTAINED O N THE SERVICE.

- You agree to do the following while using the Service: (a) use the Service for personal, non-commercial, and lawful purposes only; (b) remain friendly and civil and treat all other users of the Service with respect and sincerity; (c) post relevant content and stay on the subject -- if you would like to discuss something other than what members are discussing, please go to another discussion or start a new one; (d) divulge only information that you would be comfortable having others know about you; (e) post only text on the Service; (f) manually (without the aid of automated devices or programs) post or submit Content to the Service; and (g) limit your postings to a reasonable level in order to allow and encourage participation from other participants.

- You agree NOT to do, nor to encourage, any of the following while using the Service:

(1) post, upload, transmit, or submit any message, information, data, text, image, photo, video, graphic, file, software, program or other material ("Content") that: (a) is unlawful, false, harmful, irrelevant, repetitive, threatening, abusive, harassing, tortious, defamatory, discriminatory, profane, inflammatory, inaccurate, unfair, deceptive, misleading, sexual, bigoted, rude, slanderous, libelous, vulgar, obscene, indecent, lewd, violent, insulting, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, as determined by MATT in its sole discretion; (b) may disrupt, interfere with, or damage any computer or network; (c) would constitute a criminal offense, give rise to criminal liability, or otherwise violate any local, state, federal, foreign or international law or regulation; (d) you do not have a right to post, upload, transmit, or submit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (e) contains unsolicited commercial advertising, Web site addresses, any form of lottery or gambling, promotional materials, investment opportunities, survey or contest materials, junk mail, chain letters, or pyramid schemes; and (f) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party. (2) (a) post any personal information, including e-mail address and telephone number, on a public forum; (b) post the same text (or very similar text) more than once; (c) disrupt the normal flow of dialogue in a discussion thread, restrict or inhibit any user from using the Service, or otherwise act in a manner that negatively affects other users use of the Service; (d) manipulate the Service to conceal your identity or your participation in the Service, such as by changing the headers, or otherwise manipulate identifiers in order to disguise the origin of any text; (e) use a false or deceptive identity, misrepresent a relationship with or impersonate any person or entity, including without limitation, a government employee or a MATT employee or service provider, or falsely state or otherwise misrepresent your affiliation with a person or entity; (f) access the Service by any means other than through the interface that is provided by MATT for use in accessing the Service; (g) express or imply that any statements you make are endorsed by MATT; (h) stalk or otherwise harass other MATT users; and (i) abuse the MATT complaint system, such as by complaining about MATT content or services, spelling errors on the site, etc.

- You represent and warrant that you own or otherwise control and have the right to grant all of the rights to the Content submitted or posted on the Service, including without limitation, all necessary copyrights and other related rights, free and clear of all encumbrances; that the Content you submit or post is truthful and accurate; that use of the Content that you submit or post does not violate this TOU and will not cause any injury or damage to any person or entity; that the Content that you submit, post or use thereof does not violate any local, state, federal, foreign or international law or regulation, including without limitation any privacy law or regulation; and that you will indemnify MATT and its employees, representatives, agents, affiliates, and Suppliers for all claims resulting from the Content you submit or post in accordance with the TOU. MATT shall have no responsibility for any Content submitted or posted by you or any third party and is not liable for any damages to other users caused by any Content you provide. MATT is not obligated to compensate you or any other individual or entity for use of any Content.
- Monitoring Content. The Service is a way to share information on topics of mutual interest. MATT shall have no responsibility to edit or remove any Content submitted

or posted on the Service, but reserves the right in its sole discretion at any time to edit, refuse to post, or remove anything posted on the Service.

5. Registration and Membership

As part of the registration and membership process necessary to obtain access to certain portions of the Service, you will select a username and a password to create an account. You will provide MATT with certain registration information, all of which must be accurate, truthful, and updated. You shall not: (i) select a username already used by another person; (ii) use a username in which another person has rights without such person's authorization; or (iii) use a username or password that MATT, in its sole discretion, deems offensive or inappropriate. MATT reserves the right to deny creation of your account based on MATT's inability to verify the authenticity of your registration information. You shall be solely responsible for maintaining the confidentiality of your password. You shall immediately notify MATT of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You are fully responsible for all usage and activity on your MATT account, including, but not limited to, use of the account by any third party authorized by you to use your username and password. The use of your account by any individual under the age of eighteen (18) is strictly prohibited. If the computer system on which you accessed the Service is sold or transferred to another party, you warrant and represent that you will delete all cookies and software files obtained by or through use of the Service. Notwithstanding anything else herein, MATT reserves the right to pursue any and all claims against any user of your account.

6. Disclaimer and Limitation of Liability. (a) YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT THE SERVICE AND ANYTHING CONTAINED WITHIN THE SERVICE, INCLUDING, BUT NOT LIMITED TO, CONTENT, SERVICES, GOODS, OR ADVERTISEMENTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THAT MATT MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

(b) MATT does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by MATT or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that MATT shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of MATT, its employees, representatives, affiliates, agents, Suppliers, or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against MATT by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. The content of other Web sites, services, goods, advertisements, or any other materials that may be linked to the Service is not maintained or controlled by MATT; MATT is therefore not responsible for the availability, content, or accuracy of such other Web sites, services, goods, advertisements, or other materials. MATT: (w) does not make any warranty, express or implied, with respect to the use of the links provided on, or to, the Service; (x) does not guarantee the accuracy, completeness, usefulness or adequacy of any other Web sites, services, goods, advertisements, or any other materials that may be linked to the Service; (y) does not make any endorsement, express or implied, of any other Web sites,

services, goods, advertisements, or any other materials that may be linked to the Service; and (z) is not responsible or liable, directly or indirectly, for any damage or loss in connection with the use or reliance of any other Web sites, services, goods, advertisements, or any other materials that may be linked to the Service. MATT is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access the Service. You understand that MATT and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the TOU.

(c) You acknowledge that: (i) MATT does not guarantee the accuracy, completeness or timeliness of the Service; (ii) none of the information contained on the Service constitutes a solicitation, offer, opinion, or recommendation by MATT to buy or sell any product or service; and (iii) the information provided on the Service is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation. Accordingly, anything to the contrary herein set forth notwithstanding, MATT shall not, directly or indirectly, be liable, in any way, to you or any other person for any: (w) inaccuracies or errors in or omissions from the Service, including without limitation any inaccuracies or errors in or omissions from translated Content; (x) delays, errors, or interruptions in the transmission or delivery of the Service; (y) interactions you may have with any individual or entity found on or through the Service; or (z) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance.

(d) UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL MATT, ITS EMPLOYEES, REPRESENTATIVES, AFFILIATES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF MATT HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TOU, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MATTS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

7. Your Authority to Agree to this TOU. You represent, warrant and covenant that: (i) you have the power and authority to enter into this agreement; and (ii) you are at least eighteen (18) years old.

8. Indemnification. You agree, at your own expense, to indemnify, defend and hold harmless MATT, its employees, representatives, affiliates, agents, and Suppliers against any claim, suit, action, or other proceeding brought against such parties to the extent that such claim, suit, action, or other proceeding brought against such parties is based on or arises in connection with the Service, or any links on the Service, including, but not limited to: (a) your use of the Service, or someone using your computer to use the Service, including without limitation any posting or submission of Content; (b) your use or someone using your membership account; (c) a violation of the TOU by you or anyone using your computer; (d) a claim that any use of the Service by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (e) any

deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer; (f) any misrepresentation or breach of representation or warranty made by you contained herein; or (g) any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. MATT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MATT in asserting any available defense. You acknowledge and agree to pay MATT's reasonable attorney fees incurred in connection with any and all lawsuits brought against you by MATT under the TOU and any other terms and conditions of service on the Service, including without limitation, lawsuits arising from your failure to indemnify MATT pursuant to the TOU.

9. Termination. (a) You may terminate the TOU, which will terminate your membership, at any time by unsubscribing through our Website and destroying all materials obtained from the Service. (b) You agree that MATT, in its sole discretion, may terminate the TOU, and/or suspend your membership, with or without cause at any time and effective immediately. The TOU will terminate immediately without notice from MATT if you, in MATT's sole discretion, fail to comply with any provision of the TOU. (c) MATT shall not be liable to you or any third party for the termination or suspension of your membership, or any claims related to the termination or suspension of your membership. Upon termination of the TOU, you may not access the Service.

10. Governing Law. The TOU, your use of and access to the Service, and the relationship between you and MATT shall be governed and construed in accordance with the laws of the United States and the State of New York, without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in the State of New York with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the TOU. Notwithstanding the foregoing provision, MATT reserves the right to bring any legal or equitable action or proceeding before any United States or non-United States court of competent jurisdiction to obtain injunctive or other relief. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to the use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose, or be forever barred from bringing such claim or cause of action.

11. Miscellaneous. You accept that MATT has the right to change the content or technical specifications of any aspect of the Service at any time at MATT's sole discretion. You further accept that such changes may result in your being unable to access the Service. The failure of MATT to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. Sections 1 through 3, 4(c)(iii), and 5 through 15 shall survive any termination of the TOU.

12. Headings. The section titles in the TOU are used solely for the convenience of you and MATT and have no legal or contractual significance.

13. Severability. If any provision of the TOU is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOU will remain in force.

14. Linking and Framing. You may not link to or frame the Service. Any violation of this provision may, in MATT's discretion, result in termination of your use and access to the Service effective immediately.

15. Entire Agreement. The TOU and any other terms and conditions of service on the Service, and its successor, constitute the entire agreement between you and MATT and govern your use of the Service.

B. INQUIRIES REGARDING THE SERVICE [copyright@matt.org] for inquiries regarding Service.

C. INTELLECTUAL PROPERTY ISSUES

1. Copyright Agent for Copyright Infringement Claims (Digital Millennium Copyright Act): The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is: Mauricio Tobias, 329 Old Guilbeau St., San Antonio, Texas; telephone: (210) 270-0300; e-mail: copyright@matt.org.