



# GLOBAL FRIENDS *of* AFGHANISTAN

## DISCLAIMERS

Website Terms of Use

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org)

Created June 28, 2022

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) (this "Site") is owned and operated by, Global Friends of Afghanistan, ("www.globalfriendsofghanistan.org," "we," "our" or "us").

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) is a non-profit, 501(c)(3) charity, operating in the United States to educate people about the history, culture, and current events affecting Afghanistan.

### Your Consent to These Terms of Use

Your use of this Site is subject to these **Terms of Use** ("Terms of Use"). By accessing or using this Site, you are agreeing to be bound by these **Terms of Use**. If you do not agree to these **Terms of Use**, you may not use this Site.

### Changes to These Terms of Use

As we add new features and functionality to this Site, we may need to update or revise these **Terms of Use**. We reserve the right to do so, at any time and without prior notice, by posting the revised version on this Site. These changes will be effective as of the date we post the revised version on this Site. By accessing or using this Site following any such change, you are agreeing to be bound by the revised **Terms of Use**. For this reason, it is important for you to review our **Terms of Use** on a regular basis.

### Copyright Compliance

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) respects the intellectual property rights of other. Its policy is to respond to any claim that Content posted on the Website infringes on the copyright or other intellectual property rights ("infringement") of any person or entity.

If a copyright owner or a person or entity authorized on behalf of one, believes that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit such a claim via email to [admin@globalfriendsofghanistan.org](mailto:admin@globalfriendsofghanistan.org), with the subject line "Copyright Infringement" and include in the claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims."

Such claimants may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad faith claims on the infringement of any Content found on and/or through the Website on a copyright.

## DMCA Notice and Procedure for Copyright Infringement Claims

Claimants may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) with the following information in writing (See 17 U.S.C 512(c)(3) for further detail):

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;

a description of the copyrighted work that the owner claims has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;

identification of the URL or other specific location on the Website where the material claimed as is infringing is located;

owner or representative's address, telephone number, and email address;

a statement by the claimant that they have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by the claimant, made under penalty of perjury, that the above information in their notice is accurate and that they are the copyright owner or authorized to act on the copyright owner's behalf.

### **Our Online Privacy Policy**

Our Web Site Privacy Policy (our "Privacy Policy") describes how we protect your personal information when you use this Site. Our Online Privacy Policy is part of and is incorporated into these **Terms of Use**. The full Privacy Policy is found further below.

### **Ownership of Site and Content**

As used in these **Terms of Use**, the term "Content" means all of the software and code that comprise and operate this Site, and all of the text, photographs, images, illustrations, graphics, designs, audio, video and audio-video clips, and other materials provided through this Site.

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) and its licensors own all right, title, and interest in the Content, including all copyrights. In addition, the entire Content of this Site is protected as a compilation under U.S. and international copyright laws and treaties, and [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) owns the copyright in the compilation, including the collection, assembly, selection, coordination, and arrangement of the Content of this Site.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of this Site to which you have properly gained access, but only on behalf of your company, if you are accessing this Site on behalf of your company, or for your own personal, non-commercial use, and only if you do not remove, modify, or obscure any copyright, trademark, or other proprietary notices. The foregoing license is subject to these **Terms of Use** and does not include the right to use any data mining, robots or similar data gathering or extraction methods nor the right to "harvest" email addresses. This license is revocable at any time without notice and with or without cause. You may not and you may not permit others to copy, distribute, perform, or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on this Site except as expressly provided in these **Terms of Use** without our prior written permission. Nothing in these **Terms of Use** shall be construed as transferring any right, title or interest in this Site or its

Content to you or anyone else, except the limited license to use this Site and its Content on the terms expressly set forth herein.

### **Third-Party Content**

Some of the information, articles, and other materials available through this Site are provided to [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) by third parties. These third-party materials are provided for your interest and convenience only. We do not endorse these materials nor the third parties who supply them to us, nor do we warrant or represent that these materials are current, accurate, complete, or reliable.

### **Trademarks**

This Site contains registered and unregistered trademarks of [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) and third parties (“Trademarks”). You may not use any Trademarks displayed on this Site without our or the trademark owners’ (as appropriate) prior written permission.

### **Your Feedback**

We welcome your comments, feedback, suggestions, and other communications regarding this Site, including your ideas for new features and other ways that we can make this Site more useful to you (collectively, “Feedback”). Note, however, that any Feedback you provide to us through this Site will be owned exclusively by [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org). Your submission of Feedback will constitute an assignment to us of all right, title, and interest in your Feedback, including all worldwide copyrights and all other intellectual property rights in your Feedback. We will have the right to reduce to practice, exploit, make, use, copy, disclose, display, or perform publicly, distribute, improve, and prepare derivative works based on any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

### **Your Obligations**

If you wish to register on the Site, you will be required to provide certain personal information to us. You agree to (a) provide true, accurate, current, and complete information about yourself as prompted in the applicable page, (b) maintain and promptly update your information to keep it true, accurate, current, and complete and (c) the terms of our Privacy Policy.

You agree to use the Site in a manner consistent with any and all applicable laws, rules, and regulations. You agree not to upload or transmit to or through the Site any computer viruses, trojan horses, worms, or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Site is strictly prohibited. We reserve all rights and remedies available to us including reporting any breach to the relevant law enforcement authorities and co-operating with those authorities by disclosing your identity to them.

### **DISCLAIMER OF WARRANTIES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) THIS SITE AND ALL OF THE CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND; AND (II) GLOBAL FRIENDS OF AFGHANISTAN DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THIS SITE AND THE CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF THIS SITE; (D) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; AND (E) THAT THIS SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

#### LIMITATION OF LIABILITY

GLOBAL FRIENDS OF AFGHANISTAN IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY USER POSTINGS. UNDER NO CIRCUMSTANCES, SHALL GLOBAL FRIENDS OF AFGHANISTAN OR ITS PARTNERS, EMPLOYEES, AGENTS, VENDORS, LICENSORS OR SUPPLIERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS SITE, INCLUDING, IN CONNECTION WITH ANY CONTENT, PRODUCTS OR SERVICES RELATED TO OR PROVIDED THROUGH THIS SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GLOBAL FRIENDS OF AFGHANISTAN HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF GLOBAL FRIENDS OF AFGHANISTAN (AND ANY OTHER PERSON OR ENTITY WHOSE LIABILITY WOULD OTHERWISE HAVE BEEN LIMITED) FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$10.00.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, the Site (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Site. Any of the material (including the Content) on the Site may be out of date at any given time, and we are under no obligation to update such material.

#### **Links to this Site**

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to this Site from any website that is not owned by you.

This Site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these **Terms of Use**.

### **Links from this Site**

This Site may contain links to websites operated by third parties. We do not control these sites and do not endorse or assume any responsibility or liability for the information, products and services provided through these sites. Before you use any site operated by a third party, you should review the applicable terms of use and policies. If you access a third-party site through this Site, you do so at your own risk.

### **Interpretation**

As used in these Terms of Use, the term “including” means “including, but not limited to.”

### **Waiver**

Our failure at any time to require performance of any provision of these **Terms of Use** or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by an authorized representative of [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org). Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of these **Terms of Use** or of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

### **Severability**

If any provision of these **Terms of Use** is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these **Terms of Use** shall remain in full force and effect.

### **Governing Law, Jurisdiction and Venue**

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org)'s principal office is located in West End, North Carolina, USA. These **Terms of Use** shall be governed under the laws of the State of North Carolina without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these **Terms of Use** shall be venued exclusively in state or federal court in North Carolina. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

### **Entire Agreement**

These **Terms of Use** contain the entire understanding and agreement between you and us with respect to this Site (including the use of the Content) and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic between you and us with respect to this Site. Nothing in these **Terms of Use** excludes or limits our liability for fraud or fraudulent misrepresentation which such a limitation would be unenforceable as a matter of law.

### **Website Privacy Policy**

www.globalfriendsofghanistan.org, Inc.

Effective June 28, 2022

www.globalfriendsofghanistan.org(this "Site") is owned and operated by www.globalfriendsofghanistan.org, Inc., ("www.globalfriendsofghanistan.org," "we," "our" or "us"). www.globalfriendsofghanistan.org is a non-profit, 501(c)(3) charity, organized and operating in the United States to educate people about the history, culture, and current events affecting Afghanistan. This Privacy Policy explains how we protect your privacy when you use this Site.

This Privacy Policy is part of the Terms of Use that govern your use of this Site (our "Terms of Use"). You may review our Terms of Use by clicking on the link at the bottom of each page of this Site.

### **Scope of this Privacy Policy**

This Privacy Policy covers the "personal information" we collect through this Site. "Personal information" is information that identifies you personally, either alone or in combination with other information available to us.

### **Your Consent**

Please read this Privacy Policy carefully. By accessing or using this Site, you are agreeing to the terms of this Privacy Policy. If you do not agree to the collection, use and disclosure of your personal information as set forth in this Privacy Policy, you may not use this Site.

### **Privacy Notices**

This Privacy Policy may be supplemented or amended from time to time by "privacy notices" posted on this Site. Generally, privacy notices provide details about the personal information we collect on particular pages or particular areas of this Site, why we need that information, and choices you may have about the ways we use or share that information. Our privacy notices are part of this Privacy Policy.

### **Changes to This Privacy Policy**

We reserve the right to update or revise this Privacy Policy at any time and without prior notice, by posting the revised version on this Site. The changes will be effective as of the date we post the revised version on this Site. They will apply only to the personal information we collect after we have posted the revised version. Your use of this Site following any such change constitutes your consent to the terms of the revised Privacy Policy. For this reason, it is important to review this Privacy Policy regularly.

You may access the current version of this Privacy Policy at any time by clicking on the link marked "Privacy Policy" at the bottom of each page of this Site. For your convenience, we will post a notice at the top of this Privacy Policy for 60 days after we revise this Privacy Policy to alert you to the changes we have made.

### **What Personal Information Do We Collect Through This Site?**

**Information You Provide.** We collect the personal information you knowingly provide (using your mouse and keyboard) when you use this Site. The information we collect depends on how you use this Site.

Information Sent to Us by Your Web Browser, In General. We collect information that is sent to us automatically by your Web browser. This information typically includes your IP address, the identity of your Internet Service Provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. An “IP address” is a unique number that is automatically assigned to your computer when you connect to the Internet. It is used to identify your computer’s “location” in cyberspace, so that the information you request can be delivered to you. If you use a dial-up connection or a connection that assigns dynamic IP addresses, your computer will be assigned a new IP Address each time you connect to the Internet. If, however, your computer is permanently connected to the Internet using a static IP address, the IP address assigned to your computer will generally be the same each time you use your computer. Although it does not identify you by name, we treat your IP address as your personal information.

Generally, we do not link the information provided by your browser to information that identifies you by name. You should know, however, that when you access this Site by clicking on a link in an electronic communication you receive from us, your browser tells us that someone has clicked on a particular link in that particular electronic communication. We use this information to improve our marketing efforts. In addition, we review our server logs — which contain visitors’ IP addresses — for security and fraud prevention purposes. If criminal activity is suspected, we may share our server logs and the personal information we have collected through this Site with the appropriate investigative authorities who could use that information to trace and identify individuals.

Cookies and Similar Technologies. We use “cookies” and other Web technologies for a number of purposes, including to collect information about the ways visitors use this Site — for example, which pages they visit, which links they use, and how long they stay on each page to support the features and functionality of this Site — for example, to save you the trouble of re-entering information already in our database or to prompt the settings you established on previous visits to this Site; and to personalize your experience when you use this Site.

Generally, the information we collect using these Web technologies does not identify you personally. If, however, you have created a user identity, for example, by subscribing to our publications, we may link the information we collect using Web technologies to other information that identifies you personally.

If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. You may also delete our cookies as soon as you leave this Site. Although you are not required to accept our cookies when you visit this Site, you will not be able to use all of the features and functionality of this Site if you set your browser to reject cookies.

### **How Do We Use the Personal Information We Collect Through This Site?**

Generally, we use the personal information we collect through this Site:

to provide the information and services you request;

to personalize your experience when you use this Site;

to personalize our communications with you;

to contact you with other information and/or services that we believe will be of interest to you (unless you have chosen not to receive these communications);

to contact you with information and notices related to your use of this Site;

to invite you to participate in surveys and provide feedback to us (unless you have chosen not to receive such invitations);

to make sure our mailing lists are accurate, current and do not contain multiple entries for the same individual;

to better understand your needs and interests;

to improve the content, functionality and usability of this Site;

to improve our marketing and promotional efforts; and

for security and fraud-prevention purposes.

### **Employment Information**

You may use this Site to search for job openings at [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org). When you use this Site to apply for a job, you will be asked to provide certain personal information, such as your name, address, telephone number, email address, educational background, and employment history. You may also send us your résumé and other information relating to your job search or application. We use this information only for recruiting and employment purposes; we do not use it for marketing purposes. If you are hired by [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org), the information you provide during the recruiting process will become part of our employee records.

**Form Fill Features.** You may use the site to submit forms, sign up for newsletters, and otherwise submit information to us for our use in answering your questions, enrolling you in our newsletter submission, and in otherwise communicating with you.

### **How Do We Share Your Personal Information?**

**Service Providers.** We may share your personal information with companies that perform services on our behalf, such as credit card verification, online recruiting, and Web hosting service providers.

**Co-Sponsored Events.** Depending on your privacy preferences, we may contact you with information about seminars and other events sponsored by [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org). Some of these events may be co-sponsored with other organizations. In such cases, we may lend our mailing list to a co-sponsor so that all of the communications regarding the event can be processed centrally.

**Compliance With Laws and Protection of Our Rights and the Rights of Others.** We may disclose personal information when we, in good faith, believe disclosure is appropriate to comply with the law or a legal obligation. We may also disclose personal information to prevent or investigate a possible crime, such as fraud or identity theft; to enforce or apply our Terms of Use or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

**Successors in Interest.** Your personal information may be transferred to another charity and non-profit that succeeds to all or part of our business, for example, if we reorganize our partnership structure or transfer a significant portion of our assets or personnel to another charity. In such event, your personal information will continue to be protected by this Privacy Policy and the privacy preferences you have expressed to us.

### **Your Choices**



In General. We respect your right to make choices about the ways we collect, use and disclose your personal information. In most cases, we will ask you to indicate your choices at the time we collect your personal information.

Direct Marketing. We will not use your personal information for direct marketing purposes, without your consent. Generally, we will include an “opt-out” link in electronic newsletters and promotional emails we send you, so that you can inform us that you do not wish to receive such communications from us in the future. If at any time you wish to be removed from our mailing lists, please contact us using the contact information provided at the end of this Privacy Policy. Please provide your full name, company name, postal address, and email address so that we can locate you on our mailing lists. We will honor your request within a reasonable period of time and, in any event, within the time limits established by law.

### **How Can You Access, Update or Correct Your Personal Information?**

If you wish to access, update or correct your personal information, please contact us by email at [admin@www.globalfriendsofghanistan.org](mailto:admin@www.globalfriendsofghanistan.org) or postal mail at Global Friends of Afghanistan, 2503-D North Harrison Street, #1002, Arlington, VA 22207, USA. We will respond to you within a reasonable time and, in any case, within the time limits established by applicable law. We may ask you for additional information to verify your identity. In most cases, we will provide access and correct or delete any inaccurate information you discover. In some cases, however, we may limit or deny your request if the law permits or requires us to do so or if we are unable to verify your identity. We reserve the right, subject to applicable law, to charge a reasonable fee to meet our costs in providing you with details of the personal information we hold about you.

### **Security**

We take reasonable precautions to provide a level of security appropriate to the sensitivity of the personal information we collect. Although we use reasonable measures to help protect your personal information against unauthorized use or disclosure, we cannot guarantee the security of information provided over the Internet or stored in our databases. Your transmissions are, therefore, at your own risk.

### **Supplemental Information**

From time to time, we may supplement the personal information we collect through this Site with information from other sources, including information we collect from you through other channels. For example, if you provide us with contact information when you attend one of our seminars, we may use that information to update the contact information collected through this Site.

### **Our Other Web Sites**

[www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org) operates other Web sites, including extranet sites we maintain for the convenience of our partners. This Privacy Policy applies only to this Site and not to any other site owned or operated by [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org).

### **Third-Party Web Sites**

This Site may contain links to Web sites owned by third parties. This Privacy Policy applies only to this Site and not to any third-party Web site.

### **Special Notice for Visitors Who Reside Outside the United States**

Our Web servers and databases are located in the United States and in other countries. We may transfer your personal information among our offices and to our service providers and others located in the United States or other countries for the purposes described in this Privacy Policy. Different countries have different privacy laws and requirements, and some, including the United States, provide less legal protection for your personal information than others. Regardless of the country in which your personal information is collected, used, transferred, or stored, information collected through this Site will be protected by the terms of this Privacy Policy and any other agreements between you and [www.globalfriendsofghanistan.org](http://www.globalfriendsofghanistan.org).

#### **Governing Law**

This Privacy Policy is governed under the laws of the State of North Carolina, USA, without regard to its conflicts of law provisions.

#### **Contact Information**

If you have any questions about this Privacy Policy or our data practices, please contact us: Global Friends of Afghanistan, 2503-D North Harrison Street, #1002, Arlington, VA 22207, USA.