

Harambeans Website Policies

Privacy Policy

Last updated May 25, 2020

Harambeans ("us", "we", or "our") operates <http://www.harambeans.com> (the "Site"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

1. Information Collection And Use

We collect information that alone or in combination with other information in our possession could be used to identify you ("**Personal Information**") as follows:

Personal Information You Provide

We may collect Personal Information when you create an account, subscribe to our newsletter, sign up for an event, or communicate with us as follows.

Members Information: If you create a Harambeans Members profile, we may collect your username, password, email address, the date you created your account, and any information you choose to provide in the "User Details" section.

Event Information

If you attend one of our events, you will be asked to provide Personal Information, including your name, the name and a description of your company or your fund, your contact information and other information that we will use to manage and administer your participation in our various events ("**Event Information**").

Communication Information

When you subscribe to our newsletter or otherwise communicate with us, we may collect your name, contact information, and the contents of any messages you send ("**Communication Information**").

Personal Information We Collect Through Our Social Media Pages

We have pages on social media sites like Instagram, Facebook, Medium, Twitter, YouTube and LinkedIn ("**Social Media Pages**"). When you interact with our Social Media Pages, we will collect Personal Information that you elect to provide to us, such as your contact details ("**Social Information**"). In addition, the companies that host our Social Media Pages may provide us with aggregate information and analytics regarding the use of our Social Media Pages.

Personal Information We Receive Automatically From Your Use of the Site

When you visit, use, and interact with the Site, we may receive certain information about your visit, use, or interactions (“**Technical Information**”). For example, we may monitor the number of people that visit the Site, peak hours of visits, which page(s) are visited, the domains our visitors come from (e.g., google.com, yahoo.com, etc.), and which browsers people use to access the Site (e.g., Chrome, Firefox, Microsoft Internet Explorer, etc.), broad geographical information, and navigation pattern. In particular, Technical Information includes the following, which is created and automatically logged in our systems:

- Log data: Information that your browser automatically sends whenever you visit the Site (“**log data**”). Log data includes your Internet Protocol address, browser type and settings, the date and time of your request, and how you interacted with the Site.
- Cookies: Please see the “Cookies” section below to learn more about how we use cookies.
- Device information: Includes name of the device, operating system, and browser you are using. Information collected may depend on the type of device you use and its settings.
- Usage Information: We collect information about how you use our Site, such as the types of content that you view or engage with, the features you use, the actions you take, and the time, frequency, and duration of your activities.

Cookies

We use cookies to operate and administer our Site, gather usage data on our Site, and improve your experience on it. A “cookie” is a piece of information sent to your browser by a website you visit. Cookies can be stored on your computer for different periods of time. Some cookies expire after a certain amount of time, or upon logging out (session cookies), others survive after your browser is closed until a defined expiration date set in the cookie (as determined by the third party placing it), and help recognize your computer when you open your browser and browse the Internet again (persistent cookies). For more details on cookies please visit [All About Cookies](#).

Analytics

Among other service providers, we use Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses cookies to help us analyze how users use the Site and enhance your experience when you use the Site. For more information on how Google uses this data, go to www.google.com/policies/privacy/partners.

Online Tracking and Do Not Track Signals

We and our third party service providers may use cookies or other tracking technologies to collect information about your browsing activities over time and across different websites following your use of the Site. Our Site currently does not respond to “Do Not Track” (“DNT”) signals and operates 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.

2. How We Use Personal Information

We may use Personal Information for the following purposes:

- To provide and administer access to the Site;
- To grant access to and track attendance at our events;
- To respond to your inquiries, comments, feedback, or questions;
- To send administrative information to you, for example, information regarding the Site and changes to our terms, conditions, and policies;

- To analyze how you interact with our Site;
- To maintain and improve the content and functionality of the Site;
- To develop new programs and services;
- To prevent fraud, criminal activity, or misuses of our Site, and to ensure the security of our IT systems, architecture, and networks; and
- To comply with legal obligations and legal process and to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or other third parties.

Aggregated Information. We may aggregate Personal Information and use the aggregated information to analyze the effectiveness of our Service, to improve and add features to our Service, and for other similar purposes. In addition, from time to time, we may analyze the general behavior and characteristics of users of our Services and share aggregated information like general user statistics with prospective business partners. We may collect aggregated information through the Service, through cookies, and through other means described in this Privacy Policy.

3. Sharing And Disclosure Of Personal Information

In certain circumstances we may share your Personal Information with third parties without further notice to you, unless required by the law, as set forth below:

- **Partners:** We may share Personal Information with our partners. Our partners may use the Personal Information we share in a manner consistent with this Privacy Policy.
- **Legal Requirements:** 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, including to meet national security or law enforcement requirements, (ii) protect and defend our rights or property, (iii) prevent fraud, (iv) act in urgent circumstances to protect the personal safety of users of the Services, or the public, or (v) protect against legal liability.

4. Update Your Information

Please log in to your account or [contact us](#) if you need to change or correct your Personal Information.

5. Links To Other Websites

The Service may contain links to other websites not operated or controlled by Harambeans, including social media services (“**Third Party Sites**”). The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of the Third Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact the Third Party Sites directly for information on their privacy practices and policies.

6. Security

You use the Service at your own risk. We implement commercially reasonable technical, administrative, and organizational measures to protect Personal Information both online and offline from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or e-mail transmission is ever fully secure or error free. In particular, e-mail sent to or from us may not be secure. Therefore, you should take special care in deciding what information you send to us via the Service or e-mail. Please keep this in mind when disclosing any Personal Information to Harambeans via the Internet. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third party websites.

7. International Users

By using our Service, you understand and acknowledge that your Personal Information will be transferred from your location to our facilities and servers in the United States.

8. Your Choices

In certain circumstances providing Personal Information is optional. However, if you choose not to provide Personal Information that is needed to use some features of our Service, you may be unable to use those features. You can also [contact us](#) to ask us to update or correct your Personal Information. Please note that we reserve the right to refuse to (i) delete any of the submissions, favorites, or comments you post on the Site or link in your profile or (ii) remove their association with your profile or username.

9. Changes To The Privacy Policy

The Service and our business may change from time to time. As a result we may change this Privacy Policy at any time. When we do we will post an updated version on this page, unless another type of notice is required by the applicable law. By continuing to use our Service or providing us with Personal Information after we have posted an updated Privacy Policy, or notified you by other means if applicable, you consent to the revised Privacy Policy and practices described in it.

10. Contact Us

If you have any questions about our Privacy Policy or information practices or need to access this Privacy Policy in a different format, please feel free to contact us at our designated request address: liaison@harambeans.com.

Terms of Use

Welcome to the Harambeans website (including all subdomains, the “Site”), which is operated by Harambe Entrepreneur Alliance (collectively, “The Company,” “Harambeans,” “we”, “us” and/or “our”). This Site provides, among other things, information about our people, organization and application process.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website and by clicking to accept the Terms of Use, you accept and agree to be bound and abide by these Terms of Use and you are also indicating receipt and acknowledgement of the terms of our Privacy Notice found at <https://harambeans.com/privacy>.** If you do not want to agree to these Terms of Use you must not access or use the Website.

This Website is offered to and directed primarily toward users who are 18 years of age or older. By using this Website, you represent that you are at least 18 years old and that you are of legal age to form a binding contract with the Company. If you are under legal age of consent, and you wish to register with us as a user or otherwise take part in a competition, then your parent or legal guardian must register for you.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice [on or] before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page [from time to time/frequently/each time you access this Website] so you are aware of any changes, as they are binding on you. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by the terms of our Privacy Notice <https://harambeans.com/privacy>.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from this Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: liaison@harambeans.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the term “Harambeans,” and all related names, logos, product and service names, designs, and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

- You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly create, receive, upload, download, use, or re-use any material or content that (i) is demonstrably false and/or misleading; (ii) harassing, (iii) defamatory, (iv) demeans or insults (directly or indirectly) any other person based upon gender, race, ethnicity, sexual orientation or gender identify.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack or assist any other person to attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Access and Use of the Site

Your Registration Obligations: You may be required to register with Harambeans in order to access and use certain features of the Site. If you choose to register, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Site's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to register to use the Site.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Harambeans of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Site. Harambeans will not be liable for any loss or damage arising from your failure to comply with this Section.

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

General Practices Regarding Use and Storage: You acknowledge that Harambeans may establish general practices and limits concerning use of the Site, including without limitation the maximum period of time that data or other content will be retained by the Site and the maximum

storage space that will be allotted on Harambeans's servers on your behalf. You agree that Harambeans has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Site. You acknowledge that Harambeans reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Harambeans reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Copyright Infringement

Harambeans 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 Harambeans of your infringement claim in accordance with the procedure set forth below.

Harambeans 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 written notification of claimed copyright infringement should be faxed or mailed to:

Harambe Entrepreneur Alliance
46 South Main Street,
P.O. Box 3550,
Concord, NH, USA, 03302-3550,
Attn: General Counsel / Copyright Agent

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 Site, with enough detail that we may find it on the Site;
- 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 in Concord, New Hampshire 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, Harambeans 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, member 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, Harambeans has adopted a policy of terminating, in appropriate circumstances and at Harambeans's sole discretion, users who are deemed to be repeat infringers. Harambeans may also at its sole discretion limit access to the Site and/or terminate the registrations of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites

The Site may provide, or third parties may provide, links or other access to other sites and resources on the Internet or to third party applications. Harambeans has no control over such sites, resources or applications and Harambeans is not responsible for and does not endorse such sites, resources or applications. You further acknowledge and agree that Harambeans 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 sites, resources or applications. Any dealings you have with third parties found while using the Site are between you and the third party, and you agree that Harambeans 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 Harambeans and its affiliates and their officers, employees, directors and agents 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 use of the Site or any related information, any User Content, your application(s) to Harambeans or the results thereof, your violation of these Terms of Use or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HARAMBEANS 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.

HARAMBEANS MAKES NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HARAMBEANS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, 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 HARAMBEANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE OR ANY RELATED INFORMATION; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY (INCLUDING USERS) ON THE SITE; OR (IV) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT WILL HARAMBEANS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE 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. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

WITHOUT LIMITING THE FOREGOING, IF YOU ARE A USER FROM NEW JERSEY, THE 'DISCLAIMER OF WARRANTIES' AND 'LIMITATION OF LIABILITY' SECTIONS ABOVE ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Termination

You agree that Harambeans, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Site and remove and discard any content within the Site, for any reason, including, without limitation, for lack of use or if Harambeans believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Site, may be referred to appropriate law enforcement authorities. Harambeans may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that Harambeans may (but has obligation to) 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 Site. Termination of your account or access to any component of the Site will not terminate Harambeans's rights to your User Content. Further, you agree that Harambeans will not be liable to you or any third party for any termination of your access to the Site.

Your Privacy

At Harambeans, we respect the privacy of our users. For details please see our Privacy Policy. By using the Site, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns?

Please contact us at liaison@harambeans.com to report any violations of these Terms of Use or to pose any questions regarding this Terms of Use or the Site.