

## Terms and conditions

The Statue of Liberty & Ellis Island Foundation (“SOLEIF”, “we”, “our” us”) is dedicated to restoration, preservation, and education at two of America’s greatest monuments to freedom and opportunity. We provide a variety of information, resources, tools, materials and services (collectively “Services”) through our websites, mobile apps, interactive kiosks, and wi-fi services, including without limitation (i) <https://www.statueofliberty.org>, (ii) Statue of Liberty Mobile App and (iii) the Becoming Liberty Interactive and the Donor Rail Kiosks at the Statue of Liberty Museum and the Passenger Search and the Wall of Honor Kiosks at the Ellis Island National Museum of Immigration. (collectively, the “Site”). These Terms of Use (“TOU”) govern your use of the Site and the Services.

### 1. Binding Agreement

**Assent.** THESE TOU CONSTITUTE A BINDING AGREEMENT BETWEEN YOU (“YOU” OR “YOUR”) AND SOLEIF. BY ACCESSING OR USING THE SITE OR ANY OF THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TOU, WHETHER OR NOT YOU ARE A REGISTERED USER OF SOLEIF. IF YOU DO NOT AGREE TO THE TOU, YOU MAY NOT ACCESS OR USE THE SITE OR ANY OF THE SERVICES.

**Structure.** Any references to the TOU include the SOLEIF Privacy Policy, SOLEIF Donor Privacy Policy, the SOLEIF Copyright Policy, the SOLEIF Online Store Terms and the SOLEIF Membership Terms which are incorporated herein by reference and are binding part of these TOU. In the event of a conflict between the terms of any such other policy and the terms of these TOU, the terms of the TOU shall govern. The TOU and all such incorporated documents constitute the entire agreement and understanding between you and SOLEIF regarding the subject matter hereof and supersede all prior agreements or discussions between you and SOLEIF with respect to such subject matter.

**Modifications to the TOU.** We reserve the right, at our sole discretion, to change, modify, add, or delete the TOU, or any portion hereof, at any time without further notice to you. If any material term is changed, we will revise the TOU to reflect such change and post notification of such change on the Site. We will indicate at the bottom of the TOU the date the TOU was last revised. It is your responsibility to regularly check the Site to determine if there have been changes to the TOU and to review such changes. ANY AND ALL MODIFICATIONS TO THE TOU WILL BE EFFECTIVE UPON POSTING AND CONTINUED USE OF THE SITE INDICATES YOUR ASSENT TO THEM.

**Additional Terms and Conditions.** Some Services available through the Site may have additional terms, conditions and restrictions associated with them, which are or will be posted on those Site pages from which such Services may be accessed. You agree that any and all such additional terms, conditions and restrictions will apply to your access and use of the applicable Services and that, if they conflict with the TOU, such additional terms, conditions and restrictions will control with respect to such Services.

### 2. Changes to Site or Services

We reserve the right, at any time and in our sole discretion, to (a) change, modify, add, eliminate or discontinue the Site the Services, or any portion or feature thereof; and (b) impose fees, charges or other conditions for use of the Site or Services or any parts thereof. ALL SUCH CHANGES SHALL BE EFFECTIVE UPON THEIR POSTING ON THE SITE OR BY DIRECT COMMUNICATION TO YOU UNLESS OTHERWISE NOTED.

### 3. Eligibility to Access and Use

**Non-Registered Users.** The public portion of the Site is open to non-registered users.

**Registered Users.** In-depth Services are offered free of charge through the password-protected portion of the Site and require users to register and create a user ID. A password may be assigned or prompt the user to create a password. Services are open only to registered users who must be 13 years of age or older.

**Members and Patrons.** Registered users who are 18 years of age or older are welcome to support SOLEIF by making a donation. Donation above a specified amount grants the registered user a membership status (e.g., Member or Patron) as well as certain benefits as set forth in the Membership Terms.

#### 4. Registration Data and Account Security

**Your Obligations.** By accessing and using the Site or any of the Services, you represent, warrant and covenant (a) to provide accurate, current and complete information about you as may be requested by any registration forms or templates on the Site or otherwise provided by SOLEIF; (b) not to register on behalf of an individual other than yourself; (c) not to register on behalf of any group or entity; (d) not to use another user's account; (e) to maintain the security of your password and user ID; (f) that you are fully responsible for any and all use of your account and for any and all activities that occur through the use of any password or user ID whether or not such use is authorized by you; and (g) not to access or attempt to access any password-protected portions of the Site without an authorized access method.

**Privacy.** Note that any information you provide or that we otherwise collect about you as part of your registration is subject to the SOLEIF Privacy Policy and SOLEIF Donor Privacy Policy. We reserve the right to disclose, in accordance with the SOLEIF Privacy Policy and SOLEIF Donor Privacy Policy, any information about our users, including, without limitation, registration data, in order to (a) satisfy any applicable law, rule, regulation, legal process, subpoena or governmental request; (b) enforce the TOU, and/or; (c) protect the rights, property or safety of SOLEIF, its third party providers, its users and/or the public.

#### 5. Ownership and Intellectual Property Rights

**SOLEIF Ownership.** You agree that, as between you and SOLEIF, the Site and Services and all components thereof, including, without limitation, works of authorship, software, text, information, content, data, reports, graphics, images, photos, logos, button icons, audio, video, design, interactive features, structure, organization, data compilation, meta data, look and feel, advertising and any and all other features and elements, in any media or format, that are or may in the future become available through the Site, any improvements or modifications thereto, any derivative works based thereon, and the collection, arrangement and assembly of all such components, are the sole and exclusive property of SOLEIF, except for any Submissions owned by users, and are protected by United States and international copyright and other intellectual property laws.

**Trademarks and Logos.** The design marks LIBERTY 1886 CENTENNIAL 1986, ELLIS ISLAND 1892-1992, AFIHC and A NATIONAL EDUCATION PROGRAM and the trademarks THE AMERICAN IMMIGRANT WALL OF HONOR®, AMERICANS ALL®, KEEP THE TORCH LIT®, TREASURES FROM HOME®, PEOPLING OF AMERICA®, REMEMBER THE DREAM, AMERICAN FAMILY IMMIGRATION HISTORY CENTER®, THE AMERICAN FLAG OF FACES™ and ELLIS ISLAND FOUNDATION are trademarks of SOLEIF ("SOLEIF's Marks"). You may not use, copy, modify or display any of SOLEIF's Marks appearing on the Site or via the Services without the express written permission of SOLEIF. All other trademarks, service marks and logos not owned by SOLEIF that appear via the Site or the Services are the property of their respective owners,

who may or may not be affiliated with or connected to SOLEIF. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Site or via the Services without the express written permission of the service mark or trademark owner.

**Reservation of Rights.** There are no implied licenses or rights under the TOU and all rights not expressly granted herein are specifically reserved to SOLEIF.

## 6. Use of the Site and Services

**Limited Licenses.** On the express condition that you comply with all your obligations under the TOU, we grant you a limited, revocable, nonexclusive, royalty-free, non-assignable, non-transferable, non-sublicensable right and license to use the Site and access the Services through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without our express written consent), view information, and utilize the Services in accordance with the TOU. Any other use except as expressly authorized herein, without the prior written permission of SOLEIF, is strictly prohibited and will automatically terminate your limited license granted herein. Such unauthorized use may also violate applicable laws including intellectual property laws and other applicable rules, regulations and/or statutes.

**Feedback:** If you provide us feedback about the Site or the Services, you hereby grant to SOLEIF an unlimited, worldwide, royalty-free, perpetual, sublicensable (including through multiple tiers), and irrevocable right and license to use, share, commercialize, and otherwise exploit your feedback in any manner and for any purpose without any obligation or compensation to you.

**Use Restrictions.** Except as expressly stated below, and except with respect to your own Submissions, you may not use, download, upload, reproduce, copy, duplicate, print, sell, publish, distribute, license, transmit, disseminate, perform, display, post, broadcast, create new works from or derivative works based on, reformat, rearrange or modify any information that is available on the Site or any Services, on any Internet, Intranet or Extranet site or incorporate any of the foregoing in any other database or compilation, including without limitation any online bulletin boards, message boards, blogs, newsgroups, chat rooms, mail lists or in any other manner or otherwise exploit the Site or Services.

You may download, copy, store, reformat, print or display insubstantial amounts of general information from the Site and Services solely for your personal non-commercial use, provided that you include all copyright and other proprietary rights notices and/or attribution in the same form in which the notices appear in the Site or the Services. For the avoidance of doubt, the foregoing limited permission to download, copy, store, reformat, print or display insubstantial amounts of information for personal non-commercial use shall not apply to any heritage documents (e.g. manifest pages, passenger records and ship pictures), any personalized certificates (e.g. Wall of Honor certificates) or any items offered for sale on the Site.

If an email, messaging, download or other sharing functionality (such as Sharing Plug-ins) is present with respect to a particular component of the Site or Services, you may use such functionality to share such component with other individuals, provided that you include all copyright and other proprietary rights notices and/or attribution in the same form in which the notices appear in the Site or the Services.

If you would like to use any content from the Site or Services that is not expressly permitted hereunder, please contact us by writing to SOLEIF Copyright Agent, 39 Broadway, Suite 2030, New York, NY 10006.

When using the Site and Services you represent warrant and covenant not to: (a) restrict, inhibit or otherwise interfere with any other user's use, including, without limitation, by means of "hacking" or defacing any portion of the Site or Services or otherwise impairing or overburdening them; (b) modify,

adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Services; (c) “frame” or “mirror” any part of the Site or Services without our prior written authorization; (d) use any robot, spider, site search/retrieval application, or other manual process or automatic device or application or extraction tool to access, monitor, copy, use, download, retrieve, index, extract, scrape, data mine, interact, overload, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (e) harvest or collect email addresses or other contact information of users without their express written consent; (f) send unsolicited or unauthorized advertisements, spam, chain letters, or other communications to other users of the Site or Services; (g) upload or transmit any Submission that contains or embodies a software virus, worm, cancelbot, Trojan horse or other harmful, contaminating or destructive feature, computer code, file or program, or otherwise violate the restrictions on such Submissions set forth in the TOU; or (h) violate any local, state, national or international law, rule, regulation or order of any court.

**Sharing Plug-Ins and Interaction with Third Party Websites and Applications.** If you include any SOLEIF interactive plug-ins on your website or service or if you interact with any website, application or service that has deployed an interactive plug-in you may use such plug-in to post links or content on the Site or via the Services as part of your Submissions, subject to your compliance with any such applicable interactive plug-in provider’s terms and conditions. You agree that information about you, including but not limited to your device, mobile carrier, Internet access provider, physical location and/or web pages that load into your browser may be communicated to us in connection with the use of such interactive plug-ins or otherwise with any interaction with such third-party websites, applications and services. Further, by importing any information and content through such interactive plug-ins you represent that you have the authority to share the transferred information and that you comply with any applicable third-party plug-in provider’s terms and conditions as they may be updated from time to time, you have obtained any necessary permissions and made any required payments. Under no circumstance shall interactive plug-ins be placed or used on any page or in connection with any content or information that would violate the TOU if posted on the Site.

## 7. User Submissions

**General.** The Site and/or Services may allow for the submission of information and content by users, and the hosting, sharing and publishing of such user content, including, without limitation, usernames, information, photos, statements, annotations, family histories and events. Any such content, including, without limitation, information, text, graphics, audio, images, and links you submit as part of creating your user profile or in connection with any of the foregoing activities is referred to as “Submission(s)” and is subject to terms and conditions set forth herein.

**Your License to SOLEIF.** You agree that upon uploading, posting or submitting your Submission on the Site, such Submissions shall be considered non-confidential information, and you automatically grant to us, a non-exclusive, fully transferable and sublicensable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable, unrestricted right and license to use, distribute, publicly perform, display, reproduce, modify, adapt, translate, incorporate into other works, create derivative works based on, and otherwise use and commercially exploit your Submissions, including, without limitation, any names, likeness, ideas, concepts, or other information related thereto, in whole or in part, in any and all media formats and through any and all media channels now known or hereafter devised, in any manner and for any purpose, without any duty to obtain your consent or notify you or provide attribution or compensation to you. You also waive any “moral rights” or rights of attribution or integrity in such

Submission and rights of publicity to the fullest extent permitted by law. In addition, you grant us the right to authorize the use by other users of your Submission, or any portion thereof, in accordance with the TOU. You represent and warrant to us that you have all the necessary legal rights, power and authority to upload, or post Submissions and to grant us the foregoing license rights and that such actions will not violate any law or the rights of any person or entity.

SOLEIF does not acquire any ownership rights in your Submissions; rather, as between you and SOLEIF, and subject to the rights you granted to us hereunder, you retain ownership of all such Submissions.

**Compilations and Derivative Works created by SOLEIF.** Notwithstanding the foregoing, as between you and SOLEIF, all rights, title and interest in and to any and all compilations, derivative works, and any and all other works created by or on behalf of SOLEIF that are based on, incorporating or otherwise comprising your Submissions, shall be owned by SOLEIF, subject to your underlying rights in such Submissions.

**Confidential Information.** You acknowledge that ideas you post and information you share as part of your Submissions may be seen and used by other users, and SOLEIF cannot guarantee that other users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential or do not want others to use, or that is subject to third party rights that may be violated by your sharing it, do not post it as part of your Submissions.

**Private Information.** You should carefully read the SOLEIF Privacy Policy to understand how we treat any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content such as images or videos which you include in your Submissions might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

**Backup.** You are solely responsible, at your sole cost and expense, for creating backup copies and/or replacing any Submissions you post or store on the Site or through the Services. When you post Submissions, you authorize us to make such copies and backups as we deem necessary in order to facilitate the posting and storage of Submissions on the Site or through the Services.

**Removal.** You can request SOLEIF to remove your Submissions at any time. Please note that "removal" of Submissions means only that it will not be visible to other users via the Site or Services, except for those Submissions that have already been viewed by other users and retained by them on their respective devices. All Submissions, whether removed or not, are retained by SOLEIF and are subject to SOLEIF data retention policies as they may be updated from time to time. Notwithstanding any removal of your Submission from the Site or the Services, you agree that SOLEIF's license to your Submissions shall continue perpetually as specified above.

**Rules of Conduct.** You represent, warrant and covenant that your Submissions and any other actions you may take while using the Site or Services shall not constitute, include or result in any of the following: (a) promotion of or incitement to hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity, (b) pornography or pedophilia materials, (c) direct or veiled threats against any person or group of people or content that is otherwise harmful, abusive, offensive, harassing, derisive, tortuous or objectionable, (d) invasion of privacy or violation or disclosure of the private and confidential information of any third party, including, without limitation, credit card numbers, social security numbers, and driver's and other license numbers, (e) violation of any right of publicity, (f) impersonation of others in a manner that is intended to or does mislead or confuse others, (g) use for unlawful purposes or for promotion of dangerous and illegal

activities, (h) spamming or solicitations, including, without limitation, junk mail, “chain letters” or “pyramid” schemes of any sort or invitations to participate in any of them, (i) personal attacks, (j) profanity, obscenity or vulgarity, (k) business solicitations or advertising, (l) libel or defamation, (m) expression, suggestion or implication that any statements you make are endorsed by us, without our prior written consent, (n) content that you either know or should know is false, deceptive or misleading, or misrepresents or deceives others as to the source, accuracy, integrity or completeness, (o) infringement of any intellectual property or other proprietary rights of any individual or entity, (p) transmission of any non-public or otherwise restricted, confidential or proprietary information of any individual or entity without the express authorization of such individual or entity, (q) transmission of content which is prohibited under any law, rule, regulation or order of any court, or prohibited as a result of any employment, contractual, fiduciary or other legal obligation or relationship, or (r) violation of any local, state, national or international law, rule, regulation or order of any court.

**Good Citizenship.** When creating and posting Submissions, you agree to act in good faith, to the best of your ability, and in accordance with the TOU and applicable law. You agree that your Submissions will, in both tone and content, contribute in a positive and high quality manner to the substantive exchange of information and the subject matter of the Site.

**Editorial Discretion.** SOLEIF has no obligation to pre-screen or monitor any Submissions and does not guarantee that Submissions will be truthful, accurate, complete, or of any quality or value or in compliance with the TOU. Without limiting the generality of the foregoing, SOLEIF reserves the right, in its sole discretion and without further notice to you, to monitor, investigate, censor, edit, modify, move, delete, or remove any Submissions posted on the Site or through the Services, any emails, messages, profiles or other personalized information or any information transmitted to or from your account or a SOLEIF messaging or sharing tool, at any time and for any reason, including, without limitation, if SOLEIF believes, in its sole discretion, that such modification or removal is necessary to (a) satisfy any applicable law, rule, regulation, legal process, subpoena or governmental request; (b) enforce the TOU; (c) protect the rights, property or safety of SOLEIF, its third party providers, its users, any third party and/or the public; and (d) to maintain an environment of courteous, credible, responsible and open exchange of information. In the event SOLEIF provides any notice of any nature indicating SOLEIF has reviewed any Submissions, such notification shall not constitute verification by SOLEIF of the information contained therein, or the accuracy, completeness or adequacy of such information.

## 8. Disclaimers

**General.** Some jurisdictions do not allow the exclusion of implied warranties or the exclusion of liability for certain types of damages, therefore some of the following limitations may not apply to you to the extent prohibited by law. In such cases, SOLEIF’s liability will be limited to the fullest extent permitted by applicable law. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOLEIF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) DOES NOT (A) MAKE ANY WARRANTIES OR REPRESENTATIONS, AND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATION AS TO THE AVAILABILITY, OPERATION, PERFORMANCE AND/OR USE OF THE SITE AND/OR SERVICES, OR ANY OTHER MATERIALS ON OR ACCESSED VIA THE SITE AND/OR SERVICES (INCLUDING SUBMISSIONS OR ANY COMPONENTS THEREOF OR YOUR RELIANCE ON ANY SUBMISSIONS), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE (WHETHER OR

NOT THE PURPOSE OR USE HAS BEEN DISCLOSED), TITLE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES OR INDEMNIFICATION ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (B) WARRANT OR GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS, AVAILABILITY OR COMPLETENESS OF THE SITE, SERVICES, SUBMISSIONS, OR ANY OTHER INFORMATION, CONTENT OR MATERIALS ACCESSIBLE VIA THE SITE AND/OR SERVICES; (C) AGREE AND SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE, SERVICES OR SUBMISSIONS; AND (D) MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SITE AND/OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS; YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, SERVICES AND SUBMISSIONS AND ALL COMPONENTS THEREOF, AND ANY OTHER INFORMATION, CONTENT OR MATERIALS CONTAINED IN OR ACCESSED VIA THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK.

**No Liability For User's Actions.** Notwithstanding any rules of conduct or provisions set forth in the TOU, SOLEIF and its third party providers do not control and therefore are not responsible for the actions of users on or off the Site including, without limitation, any misuse or misappropriation of Submissions or for any Submission that is offensive, inappropriate, obscene, unlawful, objectionable or is otherwise created or otherwise submitted in violation of the TOU. SOLEIF does not and has no obligation to screen, edit, or review Submissions. You should be aware that other users may not be who they claim they are. We take no action to confirm any of our users' profiles. User Submissions may be misleading, deceptive, or erroneous, and you acknowledge and agree that any use by you of any Submission is at your own risk. SOLEIF does not endorse, support, sanction, encourage, verify, or agree with facts, views, opinions, or statements contained in users' Submissions.

**No Liability for Third Party Websites.** You also acknowledge that the Site and/or the Services may contain links to third party websites or products or services from other providers that may offer you the ability to download or access software, content or services. Additionally, the Site and/or the Services may display advertisements from third parties, such as banner advertisements and pop-up texts, and links to the sites of such advertisers. SOLEIF is not responsible for the content of such advertisements or any links, or any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. SOLEIF neither controls nor endorses or sponsors such advertisements or other websites or any products, services or content therein, and has not reviewed or approved any content that appears on such advertisements or other websites. IN NO EVENT WILL SOLEIF OR ITS THIRD PARTY PROVIDERS BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE AND/OR VIA THE SERVICES, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

**No Warranties.** No opinion, advice or statement of SOLEIF (including its officers, directors, employees, agents and affiliates), its third party providers or any users, whether made on the Site, or the Services or related thereto or otherwise, shall create any representation or warranty hereunder.

#### 9. Limitation of Liability

**Exclusions.** IN NO EVENT SHALL SOLEIF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY THIRD PARTY

FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR DAMAGES FOR LOST TIME OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THE AVAILABILITY OR FUNCTIONALITY OF, USE OF, ACCESS TO, RELIANCE ON THE SITE, THE SERVICES OR ANY SUBMISSIONS, OR ANY OTHER INFORMATION, CONTENT OR MATERIALS OFFERED VIA THE SITE OR THE SERVICES.

**Limited Remedies.** YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY OF THE SERVICES IS TO STOP USING THEM. Due to the unique public mission of SOLEIF and the strong public interest in its continued operation, in no event shall you seek and you hereby waive any remedy designed to enjoin or restrain in any way SOLEIF or its operations, products or services.

#### 10. Indemnification

You agree to indemnify and hold harmless SOLEIF (including its officers, directors, employees, agents, representatives and affiliates) and its third party providers, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU, (b) use of the Site and/or the Services, or any information, content or materials contained, displayed or available therein, by you or any other person accessing them under your authorized access methods, (c) any activity you engage on or through the Site and/or the Services, (d) your violation of the rights, including without limitation, intellectual property rights, of any third party, or (e) your Submissions. You agree to cooperate fully in any SOLEIF inquiry concerning actual, alleged, or potential violations of the TOU.

#### 11. Copyright Policy

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information about our policy, please see the SOLEIF Copyright Policy.

#### 12. SOLEIF Online Store

All purchases in SOLEIF's store are subject to the SOLEIF Online Store Terms. You agree to pay the applicable amounts as they become due plus all related taxes, and to reimburse SOLEIF for all collection costs and interest for any overdue amounts.

#### 13. Termination

**Termination By SOLEIF.** SOLEIF may, at any time and in its sole discretion, for any or no reason and without prior notice to you, terminate your access to and use of the Site and/or any or all of the Services. Causes for such termination include but are not limited to: (a) breaches or violations of the TOU or other agreements, policies or guidelines of SOLEIF, (b) requests by law enforcement or other government or regulatory authorities, or (c) violation of copyrights or other intellectual property rights. Termination of the TOU includes disabling your access to the Site and any Services.

**Survival of Terms.** All sections of the TOU which by their nature survive termination shall continue in full force and effect beyond any termination of the TOU, including, without limitation, all provisions which relate to disclaimers, limitation of liability, waiver and indemnification.

#### 14. Miscellaneous

**Choice of Law and Forum.** The TOU shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws. In no event shall the TOU be governed by the United Nations Convention on Contracts for the International Sale of Goods. Further, the Uniform Computer Information Transactions Act (“UCITA”) whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified shall not apply to these TOU and is hereby disclaimed. In connection with any dispute or litigation arising out of or relating to the TOU, you hereby consent to the exclusive jurisdiction and venue in New York State courts located in the County of New York, in the borough of Manhattan and in the federal courts located in the Southern District of New York. Notwithstanding the foregoing, you agree that SOLEIF shall be allowed to bring action against you (including an equivalent relief) in any jurisdiction.

In the event that any court having competent jurisdiction over the interpretation of the TOU shall finally determine that one or more of the provisions contained herein shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and, as so limited or restricted, shall remain in full force and effect. In the event that any such provision or provisions shall be deemed wholly unenforceable, such provision shall be deemed deleted from the TOU, and the remaining provisions shall remain in full force and effect. Any such judicial interpretation requiring limitation or deletion of a provision shall be valid only in the jurisdiction in which such interpretation is made.

**Waivers.** No waiver of any of the terms of the TOU will be valid unless in writing and designated as such. Any forbearance or delay on the part of SOLEIF in enforcing any of its rights under the TOU will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. Where any provision in the TOU refers to an action to be taken by a party, or which such party is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such party.

**Relationship of the Parties:** These TOU do not create a partnership, joint venture or agency relationship between you and SOLEIF. You and SOLEIF are independent contractors and neither party will have the power to bind the other or to incur obligations on the other’s behalf without the other party’s prior written consent.

**Assignment and Delegation:** You may not assign or delegate any rights or obligations under these TOU. Any purported assignment and delegation shall be null and void. We may freely assign or delegate any and all rights and obligations under these TOU without notice to you.

**Equitable Remedies:** You acknowledge that if you violate or breach these TOU, it may cause irreparable harm to SOLEIF. Accordingly, you agree that, if you violate or breach these TOU, SOLEIF shall have the right to seek injunctive relief against you in addition to any other legal remedies that SOLEIF may have.

## 15. Notifications and Contact Information

**SOLEIF Notices.** SOLEIF may place a notice across its pages to alert you to certain changes such as material modifications to the TOU, the Site or the Services. Alternatively, notice may be in the form of an email, telephone or via postal services.

**Contact Information.** If you have any questions relating to the TOU, the Site or the Services or SOLEIF, please contact: ContactUs@LibertyEllisFoundation.org or write to Statue of Liberty & Ellis Island Foundation, Customer Service, 39 Broadway, Suite 2030, New York, NY 10006.

**Effective Date** This version of the TOU is effective as of October 12, 2023.

## **Copyright Policy**

The Statue of Liberty & Ellis Island Foundation ("SOLEIF", "we", "our" us") respects intellectual property rights of others and desires to offer a Site that contains content that does not violate those rights. The SOLEIF TOU require that information posted by users be accurate, lawful and not in violation of the intellectual property rights of third parties. To promote these objectives, SOLEIF provides a process for submission of complaints concerning Submissions by users. SOLEIF's policy and procedures are set forth in the sections that follow.

SOLEIF's policy is to promptly respond to clear notices of alleged infringement that comply with the United States Digital Millennium Copyright Act (DMCA) (17 U.S.C. § 512) the text of which can be found at the U.S. Copyright Office Website (<http://www.copyright.gov>). This page sets forth the information that should be included in such notices. It is designed to make submission of notices and counter notices more straightforward while reducing the number of fraudulent notices or notices that are difficult to understand or verify.

Prior to serving either a notice of infringing material or counter notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with SOLEIF's rights and obligations under the DMCA, and do not constitute legal advice to you.

We expect our users to comply with applicable laws. If, however, we receive proper notification of claimed infringement, our response to such notices may include removing or disabling access to materials at issue and/or terminating users' accounts, regardless of whether we may or may not be liable for such infringement under United States law or the laws of another jurisdiction.

If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the person who placed the materials at issue on our site so that they may make a counter notification under the DMCA.

### **INFRINGEMENT NOTIFICATION:**

Upon receipt of proper notification of claimed infringement, SOLEIF will follow the procedures outlined herein and in the DMCA.

To file a notice of infringement with SOLEIF, you must provide a written communication (by fax, regular mail or email) that sets forth the information specified below. Please note that you will be liable for damages (including costs and attorney's fees) if you misrepresent or provide fraudulent statements that the material or any activity is infringing your copyright(s). Accordingly, if you are not sure if you are the proper copyright holder or if copyright laws protect your materials, you may want to consult a lawyer.

To expedite our ability to process your request, please use the following format (including section numbers) and provide the following information. If you fail to provide substantially all of the following information, your notice may not be effective.

Title: Notice of Copyright Infringement

1. Reasonably sufficient detail to enable us to identify the copyrighted work claimed to be infringed. (For example, "The copyrighted work at issue is the "name of the work" by "name of the author");

2. Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (e.g. a link to the page containing the material or the URL);
3. Information reasonably sufficient to permit SOLEIF to contact the complaining party, such as a name, an address, telephone number and an email address;
4. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and
6. Sign the document.
7. Send the written communication to:

Statue of Liberty & Ellis Island Foundation  
Attn: Copyright Agent/Thomas Tolentino  
39 Broadway, Suite 2030  
New York, NY 10006

OR email [ContactUs@LibertyEllisFoundation.org](mailto:ContactUs@LibertyEllisFoundation.org)

## **COUNTER NOTIFICATION**

The provider of an allegedly infringing content, whose material has been taken down or has been notified that an infringement claim has been made against such material, may make a counter notification pursuant to the DMCA. To file a counter notification with SOLEIF, you must provide a written communication (by fax, regular mail or email) that sets forth the information specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you misrepresent or provide fraudulent statements that the material or any activity is not infringing the rights of others. Accordingly, if you are not sure that you are the proper copyright holder or if copyright laws protect your materials, you may want to consult a lawyer.

The DMCA allows us to restore the removed content if the party filing the original DMCA notice does not file a court action against you within ten business days of receiving the copy of your counter notification.

To expedite our ability to process your request, please use the following format (including section numbers) and provide:

Title: Counter-Notice regarding Claim of Copyright Infringement

1. Reasonably sufficient detail to enable us to identify the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
2. Information reasonably sufficient to contact you including your name, an address, telephone number and an email address;

3. The following statement: "I consent to the jurisdiction of Federal District Court for the [insert the federal judicial district in which your address is located]" (or The Southern District of New York if your address is outside of the United States);
4. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
5. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
6. Sign the document.
7. Send the written communication to:

Statue of Liberty & Ellis Island Foundation  
Attn: Copyright Agent/Thomas Tolentino  
39 Broadway, Suite 2030  
New York, NY 10006

OR email [ContactUs@LibertyEllisFoundation.org](mailto:ContactUs@LibertyEllisFoundation.org)

### **CLAIMS REGARDING CONTENT AND INTELLECTUAL PROPERTY VIOLATIONS (OTHER THAN COPYRIGHT INFRINGEMENT)**

To notify SOLEIF that you in good faith believe that content posted by a user on the Site infringes your intellectual property rights (other than copyright) or is inaccurate or unlawful please follow the process set forth above for copyright infringement and modify the title of your notice to SOLEIF to read: "Notice of Content/Intellectual Property Violations."

If you believe the Notice Of Content/Intellectual Property Violations was submitted in error, or if you contest the removal of the allegedly infringing, inaccurate or unlawful content, you may follow the process set forth above for copyright infringement counter claims and modify the title of you notice to SOLEIF to read: "Counter-Notice Regarding Claim of Content/Intellectual Property Violations."

### **REPEAT INFRINGERS**

SOLEIF may, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

### **Effective Date**

This version of the Copyright Policy is effective as of October 12, 2023.