

NEW LEADERS' PORTAL TERMS & CONDITIONS OF USE

Last Modified: July 1, 2024 (“Effective Date”)

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY PART OF THIS WEBSITE, AS THEY GOVERN YOUR ACCESS TO AND USE OF THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OF USE, YOU SHOULD NOT USE THIS WEBSITE.

Acceptance of Terms

The New Leaders Portal, including the Learning Hub, the Alumni Hub, all websites, apps, tools, materials, and other products and services related thereto, or any other website through or on which New Leaders conducts its programs or services (collectively, the “Website”) is operated by New Leaders, Inc. (“New Leaders”, “we”, “us”, “our”) and by one or more third-party vendors (each a “Website Vendor”) as service providers to New Leaders.

These Terms and Conditions of Use (“Agreement”) cover all aspects of the Website. By using the Website, the user of the Website (“you”, “yours”) hereby agrees to the terms and conditions of this Agreement. Each use of any page of the Website will be deemed a separate transaction governed by the terms and conditions of use applicable at the time of use. New Leaders may, in its sole discretion, change this Agreement, at any time by posting such change on the Website with or without advance notice to you, or as otherwise required by applicable law. If the terms of this Agreement change in any material respect, we will take reasonable steps to notify you by posting the revised Agreement on the Website or by other means that we may choose and as required by applicable law. You can determine when these terms and conditions of use were last modified by checking the “Last Modified” legend at the top of this Agreement. You are bound by any such changes and, therefore, should visit this page periodically to review any changes. If any change is unacceptable to you, you agree to stop using the Website and to notify us that your account with the Website should be deleted. By your continued use of the Website, you hereby accept all changes to this Agreement. You also hereby agree to the terms and conditions of any Website Vendor, which are incorporated herein by reference.

Creation of Account

In order to access some features of this Website, you must be assigned a password-protected account. You are responsible for all activities that occur under your user account, whether or not authorized by you, and for taking all reasonable steps to ensure that no unauthorized person shall have access to your user account for the Website. For the avoidance of doubt, New Leaders does not have any obligation to grant access to the non-public features of the Website to any person.

Privacy

By using the Website, you expressly consent to New Leaders’ disclosure and use of your personally identifiable information as described in our [Privacy Policy](#), and in any privacy policy of the Website Vendor, each of which is incorporated herein by reference.

Surveys

By using the Website, you consent to receipt of any surveys, polls, or similar gathering of information (“Surveys”) that New Leaders may conduct from time to time. New Leaders will endeavor to keep the identity of Survey respondents confidential in accordance with its Privacy Policy but does not guarantee any respondent’s anonymity. By submitting any Survey, you grant New Leaders the right to use the Survey without any restrictions or any compensation to you.

Website Content

The contents of the Website, including without limitation, text, graphics, images, information, software, sound, video, and other materials (collectively, the “Content”) are for educational and informational purposes only. You agree that, except as otherwise expressly provided in this Agreement or on any Content, you will not copy, reproduce, distribute, transmit, broadcast, display, publicly perform, sell, license, or otherwise use or exploit or create derivative works based upon the Content in any way without the prior written consent of New Leaders; provided that subject to your compliance with this Agreement, New Leaders grants you a limited, personal, revocable, non-transferable, and non-sublicensable license to (a) access the Website and Content solely for the purposes of New Leaders’ programming or services, and (b) unless otherwise indicated on the Content or technologically prohibited, download or print out Content for your personal and professional non-commercial use only. The Content is protected by copyright and other United States and foreign intellectual property and related laws. The Content includes, without limitation, material owned or controlled by New Leaders and material owned or controlled by third parties and licensed to New Leaders. If you download or print a copy of the Content for personal and professional use, you must retain all copyright and other proprietary notices contained therein. Title and rights to all Content remains with New Leaders or the third-party owners of such Content as applicable. Using the Website or accessing the Content does not give you ownership of any intellectual property rights in the Website or the Content. Any use of the Content not expressly permitted by this Agreement or as expressly provided on any Content is a breach of this Agreement and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved by New Leaders.

Policies

You agree to follow all New Leaders policies and procedures as posted on the Website or otherwise disclosed to you. All such policies are hereby incorporated into this Agreement.

Submission of Content to the Website

New Leaders allows you to share content, such as artifacts or examples of your school-based work, assignments you submit, posts you make in forums, and the like (“User Content”) on the Website. You are solely responsible for your User Content and the consequences of posting or publishing your User Content on the Website. By submitting User Content to the Website, you: (a) affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to share the User Content on the Website; (b) grant New Leaders a royalty-free, fully-transferable, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content; (c) affirm, represent, and warrant that you have the consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Website and this Agreement, including but not limited to permission from any person(s) appearing in a video you upload, submit, stream, or otherwise connect to the Website; and (d) affirm, represent, and warrant that your User Content complies with the Family Educational Rights and Privacy Act and the U.S. Department of Education’s implementing regulations at 34 C.F.R Part 99 and any similar state law applicable to you or it, including, but not limited to, ensuring that any student-identifying information is redacted, deleted, or otherwise made non-identifying. New Leaders reserves the right to remove or reject any User Content from the Website, at any time in its sole discretion, if New Leaders reasonably believes that the User Content infringes rights of any third party or is in violation of any term of this Agreement.

New Leaders will remove any content on the Website if properly notified that such content infringes the intellectual property rights of a third party. If you are a copyright owner or an agent thereof and believe in good faith that any content on the Website infringes or otherwise conflicts with your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):



- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works on the Website;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit New Leaders to locate the material;
- The name, address, telephone number, and e-mail address (if available) of the complaining party;
- A statement that the complaining party has 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; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notice must meet the then-current statutory requirements imposed by the DMCA. Please contact New Leaders' designated Copyright Agent to send notifications of claimed infringement as described above. New Leaders' designated Copyright Agent to receive notifications of claimed infringement is:

Laura Kadetsky
General Counsel
101 West 23rd Street
New York, NY 10011
Email: legalteam@newleaders.org
Telephone: 646-792-1070
Fax: 646-792-1071

Trademarks

"New Leaders", "Leadership Changes Everything", "New Leaders for New Schools", "Transformational Leadership Framework", "Urban Excellence Framework", "UEF", "Great leaders = Great schools", "National Aspiring Principals Fellowship", and the New Leaders' logo and other indicia of origin (including product and service names) are trademarks of New Leaders (the "New Leaders Marks"). You agree not to display, reproduce or otherwise use in any manner the New Leaders Marks without New Leaders' prior written permission.

Usage Rules

By downloading, accessing, or using the Website in order to view our information and materials or submit information of any kind, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the Website, including, without limitation, when you provide information via the Website. If you provide any false, inaccurate, untrue, or incomplete information, New Leaders reserves the right to terminate immediately your access to and use of the Website. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Website.

Use of the Website and information, Content, or communications thereon for any commercial or political purpose is prohibited. In addition, you agree that, when using the Website, you will not: (1) intentionally or unintentionally, violate any applicable local, state, national or international regulation or law; (2) post any inappropriate, defamatory, foul, vulgar, obscene, sexually explicit, potentially libelous or slanderous, infringing, harmful, harassing, threatening, illegal, or otherwise objectionable material or information to the Website, including but not limited to, text, graphics, audio, and video files; (3) defame, abuse, harass, stalk, threaten, embarrass, cause distress, unwanted attention or discomfort, or otherwise violate the legal rights (such as rights of privacy or publicity) of any other member or guest of the Website ("User") or any representative of New Leaders; (4) impersonate another person or entity, including but not limited to, a New Leaders representative, or communicate under a false name or a name that you are not



entitled or authorized to use; (5) send or post surveys, contests, chain letters, pyramid schemes, unnecessarily long messages, unnecessary or repetitive posts, meaningless text, spam, offensive declarations or exhortations, or other similarly disruptive content; (6) send email to another User of the Website if such User asks you not to do so; (7) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of materials posted on the Website; (8) engage in offering or solicitation of unauthorized copyrighted material through the Website; (9) be involved in any advertising to, or solicitation of, any User to buy or sell any products or services through the Website; (10) display an advertisement on your member profile, or accept payment or anything of value from a third person in exchange for performing any commercial activity on or through the Website on behalf of that person, such as placing commercial content on your member profile, posting blogs or bulletins with a commercial purpose, or sending messages to other members with a commercial purpose; (11) post any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; (12) attempt to "crack," "hack," "bomb," manipulate or otherwise gain unauthorized access to other User accounts, New Leaders' servers, New Leaders' services, New Leaders' software, or any areas of the Website not intended for your access; (13) harvest, mine or otherwise collect or store personal information about others, including, without limitation, email addresses and the content of members' profiles; (14) inaccurately imply endorsement, approval, or sponsorship by New Leaders; and/or (15) use the site in any other way that New Leaders, in its sole discretion, determines to be inappropriate or inconsistent with the objectives of the Website. Determination of whether specific uses or postings violate this Agreement shall be at the sole discretion of New Leaders. New Leaders may block, remove, or deny further access to the Website to those who engage in these or similar practices. New Leaders may also delete or remove information, posts, or messages that it finds to be in violation of this Agreement. Users may report any abuses or misuse of this Website by emailing programsupport@newleaders.org.

Postings

The Website may contain blogs, message boards, comment areas, questionnaires, chat rooms, and other interactive features where Users can share and display certain postings. To the extent that the Website contains such communication forums (collectively, "Forums"), you agree that by using the Website you will not post or transmit anything that interferes with or disrupts the safety, security, or operation of the Website, or statements or material that encourages or engages in criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction. New Leaders is not responsible for screening, policing, editing, or monitoring your or another User's postings and encourages all of its Users to use reasonable discretion and caution in evaluating or reviewing any posting. You represent that you have all necessary rights to make the posting available to New Leaders and a Forum, and you also acknowledge that such postings are non-confidential for all purposes and that New Leaders has no control over the extent to which any idea or information may be used by any party or person once it is posted or displayed.

Third-Party Links and Other Resources

New Leaders may provide links to third-party websites or references to other resources on the Website. New Leaders has no control over or responsibility for such websites and other resources. You agree that New Leaders is not responsible for the availability or security of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from or the privacy policies or other policies of such websites or other resources. New Leaders provides these links and references to you only as a convenience, and inclusion of any link or reference does not imply endorsement of these sites or other resources.

Security

While we work to protect the security of your account and related information, New Leaders cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing programsupport@newleaders.org.



Paid Services

New Leaders offers paid areas of the Website and associated services for a fee (collectively, the “Paid Services”). All fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes in a timely manner prior to accessing the Paid Services; if you fail to do so, New Leaders may not grant you access to the Paid Services.

Subscriptions for Paid Services are available on a one-year (12-month) basis from the time of purchase and will expire at the end of the one-year term.

Fees may vary, and New Leaders reserves the right to change any fees at any time in its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Paid Services. Refunds may be available for Paid Services as described in our Refund Policy herein.

Refund Policy

New Leaders does not offer refunds for Paid Services, except as follows: a refund may be available, if, during your subscription term, New Leaders terminates your use of a Paid Service due to removal of the Paid Service or of applicable content, functions, or features included in the Paid Service. Any refund available would be made to the same method of payment for the Paid Service. Please contact programsupport@newleaders.org for potential refund information in such circumstances.

Disclaimer of Warranties

THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” BASIS. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NEW LEADERS, ITS AFFILIATES, AND ITS OR THEIR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE “NEW LEADERS PARTIES”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. NEW LEADERS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, AVAILABILITY OR COMPLETENESS OF THE WEBSITE’S CONTENT, THE CONTENT OF ANY SITES LINKED TO THE WEBSITE, OR OTHER MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE WEBSITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF NEW LEADERS’ SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF ACCESS TO THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE VIA THE WEBSITE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE NEW LEADERS PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA), EVEN IF NEW LEADERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OF OR INABILITY TO USE THE WEBSITE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY USER’S ACCOUNT OR USER ID; (III) ANY VIOLATION OF THIRD PARTIES’ INTELLECTUAL PROPERTY RIGHTS BY ANY USER OF THE WEBSITE; OR (IV) ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, ITS CONTENT, ITS SERVICES OR THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR ANY DETERMINATION THAT THE FOREGOING DISCLAIMER IS UNENFORCEABLE IN WHOLE OR IN PART, NEW LEADERS’ LIABILITY TO YOU FOR ANY



CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100) OR THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE NEW LEADERS PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO NEW LEADERS' ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE WEBSITE OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Indemnity

BY USING THE WEBSITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NEW LEADERS PARTIES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, THAT MAY ARISE FROM YOUR USE OF THE WEBSITE, ANY OF YOUR USER CONTENT OR CONTENT YOU TRANSMIT THROUGH THE WEBSITE, YOUR BREACH OF THIS AGREEMENT, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. NEW LEADERS WILL PROVIDE NOTICE TO YOU OF ANY SUCH ACTION OR CLAIM AND RESERVES THE RIGHT TO PARTICIPATE, AT ITS OWN EXPENSE, IN THE INVESTIGATION, SETTLEMENT, AND DEFENSE OF ANY SUCH CLAIM. THESE DEFENSE AND INDEMNIFICATION OBLIGATIONS WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Termination

New Leaders shall have the right to immediately terminate this Agreement; add or remove functions, features, or requirements; and/or cease operations at any time, without liability to you, and with or without notice to you. If your use of a Paid Service is terminated, a refund may be available under our refund policy. In addition, New Leaders shall have the right to immediately terminate this Agreement with respect to any use that New Leaders, in its sole discretion, considers to be unacceptable, or in the event you breach this Agreement, in each case, without liability to you, and with or without notice to you. Upon termination of this Agreement for any reason, all rights granted under this Agreement will immediately cease to exist, and you must promptly discontinue all use of the Content and the Website and destroy all copies of the Content downloaded by you. In addition, in the event that New Leaders determines, in its sole discretion, that you have breached any term of this Agreement, New Leaders reserves the right to terminate your access to the Website and take any other action that New Leaders, in its sole discretion, deems to be appropriate. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: "Website Content," "Submission of Content to the Website," "Usage Rules," "Third Party Links and Other Resources," "Disclaimer of Warranties," "Limitation of Liability," "Indemnity, and "General".

General

This Agreement, the Privacy Policy, and any documents incorporated herein, constitute the entire agreement between you and New Leaders with respect to the matters referenced herein, including without limitation, use of the Website, its Content, and the Privacy Policy. The Website is intended for the personal use of United States residents only, within the United States. The Website, its Content, this Agreement, and the Privacy Policy are designed to comply with the laws and regulations of the United States only. This Agreement and the relationship between you and New Leaders shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and New Leaders agree to submit to the personal and exclusive jurisdiction of the courts located within New York County, State of New York any claim involving or arising from this Agreement. The failure of New Leaders to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. You may not assign this Agreement or any of your rights or obligations under this Agreement without New Leaders' express



prior written consent. This Agreement inures to the benefit of New Leaders' successors and assigns. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Notice to California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Contact Us

If you have any questions about the Website or our policies, please contact us at programsupport@newleaders.org. We try to answer every email in a timely manner but are not always able to do so.