

# AL-ANON MOBILE APP TERMS OF USE

Last Updated: May 04, 2023

**IMPORTANT, READ CAREFULLY:** Thank you for choosing to be part of our community at Al-Anon Family Group Headquarters, Inc. and Al-Anon Family Group Headquarters (Canada) Inc. (AL-ANON) ("Company", "we", "us", or "our"). By downloading, installing, or using this mobile application, you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Term of Use"). If you do not agree to these Terms of Use, please do not download, install, or use this mobile application. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms periodically for changes. Your continued use of this mobile application following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

By clicking/checking the "I AGREE" button/box and accessing the Al-Anon mobile application you agree that you have read, understood, and agree to be bound by all of these Terms of Use.

1. **SERVICES.** The mobile application provides a social platform to conduct meetings (the "Service" or "Services"). The Service may allow you to participate in public or private chat rooms to communicate with other members that are users of the Service. AL-ANON may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.
2. **ELIGIBILITY.** The Service is intended for use by persons who have achieved the age of majority as well as those between the ages of 13 and 18, the Service is not intended for anyone under the age of 13. If you are under the age of majority in your place of residence, you may use the Service only with the consent of or under the supervision of your parent or legal guardian. Consistent with the requirements of the Children's Online Privacy Protection Act (COPPA), if we learn that we have received any information directly from a child under age 13 without first receiving his or her parent's verified consent, we will use that information only to respond directly to that child (or his or her parent or legal guardian) to inform the child that he or she cannot use the Service and subsequently we will delete that information.
3. **RIGHTS TO USE THE SERVICE AND YOUR RESPONSIBILITIES.** You are granted a revocable, limited, nonexclusive, nontransferable license to use the Services pursuant to the express terms of this Agreement. You are solely responsible for your use of the Service and shall abide by, and ensure compliance with, all Laws in connection with your use of the Service, including but not limited to Laws related to recording, intellectual property, and privacy. Use of the Services is void where prohibited.
  - a. **Registration Information.** You may be required to provide information about yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate and complete. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of your username and password and agree not to disclose such to any third party.
  - b. **Your Content.** You agree that you are solely responsible for the content ("Content") sent or transmitted by you or displayed or uploaded by you in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring you to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that you have the right to upload the Content to the Al-Anon mobile application and that such use does not violate or infringe on any rights of any third party. Under no circumstances will AL-

ANON be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, 2 access to, or denial of access to Content. Although AL-ANON is not responsible for any Content, AL-ANON may delete any Content, at any time without notice to you, if AL-ANON becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services and grant AL-ANON a perpetual, nonexclusive, worldwide license to use such Content in connection with its business purposes.

- c. **Inappropriate Content.** You agree not to post any content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property.
- d. **Prohibited Use.** You agree that you will not use the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that may abuse, interfere with, or disrupt ALANON's networks, your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, defamatory, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of AL-ANON or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or AL-ANON's security systems; or (ix) use the Services in violation of any AL-ANON policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and you agree that you are solely responsible for compliance with all such laws and regulations.
- e. **Limitations on Use.** You may not copy, reproduce, resell, upload, transmit, or distribute the Services or any Content (other than Content created by you) or any reports or data generated by the Services for any purpose unless you have been specifically permitted to do so under a separate agreement with AL-ANON. You may not use the mobile application or Services in any unlawful manner, in any manner inconsistent with this Agreement, offer or enable any third parties to use the Services purchased by you, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by you) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.
- f. **Apple and Android Devices.** This mobile application is not guaranteed to be free of faults and we do not accept liability for any such faults, errors, or omissions. This mobile application has been shown to be compatible with Apple iOS operating systems 13.1,

13.3, and 13.4 and will be monitored for future versions. This mobile application has been shown to be compatible with Android operating systems 7, 8, 9, 3 and 10 and will be monitored for future versions. The following terms apply when you use a mobile application obtained from either the Apple or Google Play (each an “App Distributor”) to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country, and will not use the mobile application or Services in a country, that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

4. **AL-ANON FAMILY GROUP HEADQUARTERS, INC. OBLIGATIONS FOR CONTENT.** AL-ANON will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. AL-ANON will notify you if it becomes aware of unauthorized access to Content. AL-ANON will not access, view or process Content except (a) as provided for in this Agreement and in AL-ANON’s Privacy Policy; (b) as authorized or instructed by you, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. AL-ANON has no other obligations with respect to Content.
5. **PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to AL-ANON's Privacy Policy, a link to which is located at the footer on AL-ANON's website. The Privacy Policy, and all policies noticed at [Al-Anon's website](#) are incorporated into this Agreement by this reference. Additionally, you understand and agree that AL-ANON may contact you via email or otherwise with information relevant to your use of the Services, regardless of whether you have opted out of receiving marketing communications or notices.
  - a. **Accessibility Privacy.** Our mobile app includes a feature that is specifically designed to ensure accessibility for individuals with disabilities. This feature may require you to enable accessibility permissions on your phone. We want to assure you that we do not collect or share any of your personal information through this feature. Please note that by

enabling accessibility permissions, you are consenting to the use of this feature to enhance your user experience. More information about our accessibility feature and how we handle your personal information can be found in our Privacy Policy document. If you have any questions or concerns, please contact us at [digital@al-anon.org](mailto:digital@al-anon.org) for assistance.

6. **CHARGES AND CANCELLATION.** AL-ANON will not charge you a fee to use the basic functionality of the Service, but fees may be charged for certain products and services chosen and approved by you. AL-ANON may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that AL-ANON will provide you with prior notice and an opportunity to terminate your Account if AL-ANON changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for. Stated prices of certain products may not include sales and/or use tax or other fees, taxes, or charges which you are responsible for the payment related to your purchase. International orders may be subject to license fees, custom duties and other taxes and fees related to the export of the products from the United States which you may be responsible for.
7. **TERMINATION; AVAILABILITY OF SERVICES.** Upon request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements. If you fail to comply with any provision of this Agreement, AL-ANON may terminate this Agreement immediately. Upon any termination of this Agreement, you must cease any further use of the Services. If at any time You are not happy with the Services, your sole remedy is to cease using the Services and follow this termination process. Further, AL-ANON shall not be held liable for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by any act or event beyond AL-ANON's reasonable control, including by reason of pandemic, epidemic, national emergency, or any failure of public or private telecommunications networks. You further acknowledge and agree that the mobile application and Services are provided over the Internet and mobile networks meaning the quality and availability of the mobile application and Services may be affected by factors, including connectivity, outside of ALANON's reasonable control and AL-ANON shall not be held liable for any issues you observe or suffer as a result of any of the foregoing.
8. **INTELLECTUAL PROPERTY RIGHTS.** AL-ANON and/or its contractors, as applicable, retain ownership of all intellectual property rights in the Services including all trade names, trademarks, service marks, logos, copyrights, and domain names ("AL-ANON Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any AL-ANON Marks, or other proprietary information (including images, text, page layout, or form) of AL-ANON without express written consent of AL-ANON. You may not use any meta tags or any other "hidden text" utilizing AL-ANON Marks without AL-ANON's express written consent. Your use of the mobile application does not grant you any rights, either intentionally or by implied use, to any of the content, program, tools, or applications provided by the mobile application except as expressly set forth herein. Your right to use the content, program, tools, or applications herein is personal, nontransferable, and nonexclusive. Any other use by you is strictly prohibited, except without prior written consent by AL-ANON.

9. **COPYRIGHT.** As stated elsewhere in this Agreement, AL-ANON retains ownership of all intellectual property rights in the Services. Without limiting any other provision hereof, you may not use, transmit, post, modify, distribute or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. AL-ANON may deny access to the Services to any User who is alleged to infringe another party's copyright or other intellectual property. Without limiting the foregoing, if you believe that your copyright has been infringed, please notify AL-ANON at [digital@al-anon.org](mailto:digital@al-anon.org).
10. **INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any misuse, transfer, sublicensing, copying or disclosure of information or 5 materials related to the Services, may cause irreparable injury to AL-ANON, its TRUSTEES, DIRECTORS, EMPLOYEES, OR AGENTS and any other party authorized by AL-ANON to resell, distribute, or promote the Services ("Resellers"), and under such circumstances ALANON, its affiliates will be entitled to seek equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
11. **DISCLAIMER.** THE MOBILE APPLICATION AND THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND AL-ANON DOES NOT PROVIDE ANY ASSURANCES OR GUARANTEE OF THE AVAILABILITY OR USABILITY BY YOU OF THE MOBILE APPLICATION OR THE SERVICES. YOU AGREE THAT YOUR USE OF THE MOBILE APPLICATION AND THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE MOBILE APPLICATION, THE SERVICES, AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE MOBILE APPLICATION'S SERVICES, CONTENT OR THE CONTENT OF ANY WEBSITES, THIRD PARTY MATERIALS, OR OTHER CONTENT LINKED TO THE MOBILE APPLICATION AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF SERVICES, CONTENT AND MATERIALS, (2) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE MOBILE APPLICATION OR SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE MOBILE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE MOBILE APPLICATION BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY SERVICES, CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE MOBILE APPLICATION. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE MOBILE APPLICATION, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY

ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

12. **CORRECTIONS.** There may be information in the mobile application that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information in the mobile application at any time, without prior notice. AL-ANON reserves the right, temporarily or permanently, in whole or in part, to modify, suspend or discontinue the Services or mobile application without notice for any reason without liability to you, except to the extent prohibited by law.
13. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless AL-ANON, its Trustees, Officers, Directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, 6 attorneys' fees) arising out of or related to your use of the Services, the Content, your violation of this Agreement or any other agreement between you and AL-ANON or the infringement or violation by you or any other user of your account, of any intellectual property or other right of any person or entity or applicable law.
14. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AL-ANON OR ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) FOR ANY BREACH OR FAILURE UNDER THIS AGREEMENT, INCLUDING ANY BREACH OR FAILURE ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, IN EACH CASE WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF AL-ANON, ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ALANON, ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS OR \$100, WHICHEVER IS MORE. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.
15. **DISPUTE RESOLUTION.**
  - a. **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the United States of America and the laws of the Commonwealth of Virginia without regard to conflicts of laws principles.
  - b. **Informal Negotiations.** To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before

initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

- c. **Binding Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in Virginia Beach, Virginia and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the awarded rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- d. **Restrictions.** The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law you agree that, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- e. **Exceptions to Informal Negotiations and Arbitration.** The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of AL-ANON; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

16. **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES.** Visiting the mobile application, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and in the mobile application, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE MOBILE APPLICATION. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
17. **NO WAIVER.** You understand that no failure or delay by AL-ANON in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise by AL-ANON.
18. **CALIFORNIA USERS AND RESIDENTS.** If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.
19. **CONTACT INFORMATION.** If you have questions or comments about this policy, you may email us at [digital@al-anon.org](mailto:digital@al-anon.org) or mail to: Al-Anon Family Group Headquarters, Inc., 1600 Corporate Landing Parkway, Virginia Beach, VA 23454, United States