

# Eos Community Connections Portal Terms of Use

January 2023 rev 2.0

PLEASE READ THE FOLLOWING TERMS CAREFULLY. THEY GOVERN YOUR ACCESS TO AND USE OF THE Eos COMMUNITY CONNECTIONS PORTAL (the "Portal").

By accessing or using the Portal, you agree to be bound by the following terms concerning your use of the Portal ("Terms of Use"). TILC Inc. (The Intentional Living Collective) may make changes to the content of the Portal, including these Terms of Use, at any time without notice to you. The revised Terms of Use will be effective when they are posted on the Portal. You are responsible for regularly reviewing these Terms of Use. Your continued use of the Portal following any changes will constitute your acceptance of such changes. If you do not agree to these Terms of Use, as revised from time to time, then you may not use the Portal.

1. **Good Human Code of Conduct.** When using Eos, you agree to abide by all applicable laws and also by the *TILC Good Human Code of Conduct*, which is defined below:
  - a. **We are Community:** We act in ways that value all voices and strive for productive and healthy collaborations between all.
  - b. **We are safe:** We speak and act in ways that safeguard or protect each other from harm or danger of all kinds - including physical, mental, emotional, and spiritual.
  - c. **We act with integrity:** We let our actions reflect our values and strive to meet all commitments. We gently and firmly hold ourselves and each other accountable.
  - d. **We are respectful:** We treat others with respect at all times and use language that reflects appreciation of their wisdom and perspective.
  - e. **We are fair:** We are inclusive, fair, and equitable in all our transactions and interactions.
  - f. **We are supportive and inspiring:** We use words and actions that encourage and uplift each other, encouraging everyone to be their best, authentic selves.
  - g. **We behave constructively:** We address disagreements constructively, give others the benefit of the doubt, and address problems in collaborative ways.
2. **Use of this Portal.** You may use the contents of the Portal only for the furtherance of your relationship with TILC and its account holders. Registered account holders must use the Portal in compliance with the terms of the Terms of Use Agreement, and non-account holders are limited to the functionality made available to the general public. Account holders and non-Account holders may not copy, use, modify, distribute, transfer, download, upload, resell, or republish any of the contents of the Portal without the prior written authorization of TILC. You must use the Portal in compliance with all applicable laws and regulations. Users of the Portal may not upload to the Portal or to any account any harmful or malicious code or other content, nor may they use the Portal for any illegal purpose. Users may not access data on the Portal or in any account (1) by automated means, or (2) that they do not have permission to access.
3. **The Eos Acceptable Use Policy.** You agree to abide by the guidelines spelled out in the *Eos Acceptable Use Policy*, which provides specific examples to support the Good Human Code of Conduct and is [available here](#).
4. **Eos Accounts.** Some content and features on Eos are publicly available and can be accessed by the general public; additional content and features are only accessible by Eos account holders. Only registered account holders can post content to Eos (other than replies to publicly-available content).

- a. There are free and paid account types available on Eos, all of which require the user to accept this Terms of Use policy. Eos accounts are not transferable.
  - b. Eos accounts are available to individuals and organizations. Individual accounts are only allowed for persons over 18 years of age (no fake or under-aged persons allowed). Organizational accounts may only be created and used by legally authorized representatives of legally-registered companies in the US or Canada (no fake orgs allowed).
  - c. Eos accounts will automatically renew on the 1-year anniversary of the date they were created, unless the account is terminated by either the account owner or TILC.
  - d. The annual fee structure for Eos accounts may change at any time and any changes will be posted publicly and visibly on Eos. Any changes would apply at the time of the next renewal, and if the account holder doesn't agree with the revised fee, then they may terminate their account.
5. **Account Termination.** Account holders may cancel their accounts at any time by emailing us at [contact@the-ilc.org](mailto:contact@the-ilc.org). If canceling within 14 days of registration the account holder will receive a full refund of the fee they paid, and their account will be deleted. If canceling more than 14 days after registration, the account will be suspended until the end of the original period and then deleted, and there will be no refund of fees paid. The Intentional Living Collective may suspend or terminate an account for violation of the Good Human Code of Conduct or other good cause. In either case, the account will be canceled immediately and no portion of the account fee will be refunded. Except as provided in this Section, account fees are earned when paid and are not refundable.
6. **Handling Objectionable Content.** All Eos account holders agree to follow the steps outlined below - in order - when they feel the need to hold another account holder accountable for objectionable content, until a resolution is reached:
- a. *Flag the content and then try to resolve the issue directly through participant-to-participant direct messaging.* Any Eos account holder that feels another's words or actions are out of alignment with TILC's Good Human Code of Conduct and/or Acceptable Use Policy should flag the content and then send a politely-worded, in-system message directly to the responsible account holder, letting them know how their words/actions were perceived and suggesting a clear way to modify them appropriately. Public call-outs and un-necessarily involving other participants should be avoided when possible. If either party elects not to have direct discussion with the other party for any reason, then the offended party may automatically escalate the issue to the next level.
  - b. *Flag the offending content for escalation and review by a TILC content moderator.* If the above step is unsuccessful or doesn't get a response within 3 days, the offended member can use the content flagging process to indicate there's a potential issue with the post/response/message, and that action will trigger a review by a member of the TILC content moderation team. When an issue is escalated, the moderator will first check to see if the above step was fulfilled and, if so, what the result was.
- NOTE: When content is flagged or escalated, the content curator's' actions may but will not necessarily include some or all of the following:*
- 1. Discussing the offending content with the *offended* participant and deciding together that no further action is needed.
  - 2. Directly contacting the *offending* participant and asking them to consider changing the objectionable content.
  - 3. Brokering a three-way discussion to negotiate and implement changes acceptable to both participants.

4. If steps I, II, and III don't resolve the issue and if the Curator Team Member determines the content is out of alignment with the Good Human Code of Conduct, he or she may have the content taken down out of respect for everyone involved.
5. Removal of Content. TILC reserves the absolute right to remove any content from the Portal at any time, regardless of who posted that content, for any reason that TILC in good faith determines to be reasonable. Reasons for removing content from the Portal include any violations of the Terms of Use or Acceptable Use Policy without limitation, and specifically the following:
  - Illegal content;
  - Obscene content;
  - Content that violates the Good Human Code of Conduct;
  - Content that is inconsistent with the TILC core values, as posted on the Portal;
  - Content that infringes third-party rights;
  - Content that includes advertising or that serves other commercial purposes
6. If the *offending* account holder has previously posted content deemed objectionable by a member of the Content Moderator Team, the team member will advise them that a third such posting will result in the cancellation of their account for the remainder of the term without refund for any fees paid. The content moderator may in extreme cases as described above suspend the account of the offending participant immediately, and in such cases the posting member may appeal to the Content Moderation Team.
7. If the *offending* account holder posts content that is deemed objectionable by a member of the Content Moderator Team a third time, their account may be suspended or canceled for the remainder of the term without refund for any fees paid for that term. Similarly, if a user over-uses or mis-uses this process by overly flagging content and this content moderation process determines that their escalations are spurious for a third time, their account may be suspended or canceled for the remainder of the term without refund.
- c. *Flag the offending content for escalation to the "TILC Content Moderation Team"*. If the above step is unsuccessful or doesn't get a response within 3 days, the offended member can use the content flagging system to escalate again to the "TILC Content Moderation Team" and request a review. They should provide details about the issue including where to find it, what's already been done to address it, and what resolution they'd like to see for it. The team will review the issue and communicate a decision within 7 days, if possible.
- d. *Flag the offending content for escalation to the "TILC Member Appeals Team"*. If the above step is unsuccessful or isn't resolved by the TILC Content Curator Team within 7 days, the offended account holder can use the content flagging system to escalate again to the "TILC Member Appeals Team" requesting that they (re)consider the original request. They should provide details about the issue including where to find it, what's already been done to address it, and what resolution they'd like to see for it. The Appeals team will review the situation and take appropriate actions within 7 days. Decisions made by the TILC Member Appeals Team about violations of the Good Human Code of Conduct and/or Acceptable Use Policy are considered final. In the event that the Member Appeals Team is unable to reach a conclusion, or reaches a conclusion that we consider to be against the safety and wellbeing of the community,

TILC leadership may intervene to impose a solution that is final and binding on all participants in the resolution process.

TILC disclaims liability for any decisions made during the moderation process, including acts or omissions by TILC leadership, and by using the Portal, users are agreeing to abide by any decision made in the moderation process.

7. **Title.** The account holder retains ownership of all profile information and other content provided to TILC, including content posted on the Portal. The account holder represents and warrants to TILC that they own or have the right to use and post all content that they upload to the Portal and that such content is not false, misleading, defamatory, and such content does not (or will not) infringe third party property rights. The account holder may choose among a variety of privacy settings for all content posted to the Portal. The account holder hereby grants to TILC a non-exclusive, world-wide, royalty-free, perpetual, irrevocable license to use provided content in any manner chosen by TILC, including without limitation, advertising and promotional materials regarding TILC and the Portal, testimonials posted within the Portal and postings related to TILC and/or the Portal on third party websites. Any use of account holder's information or content will not identify them by name, but may include their image, initials and general location.

TILC retains sole ownership of, as applicable, all of its rights as the licensee, of all information and content included in Portal that originates with TILC. All such content is protected by copyright and may not be used or modified by the account holder. TILC hereby grants to the account holder a non-exclusive, royalty-free limited license to use the Portal in the manner permitted by these Terms of Use for the Portal, as revised from time to time. The account holder may not use the Portal or any content in the Portal for commercial purposes, nor may they copy or otherwise permit third parties to have access to the Portal, for any purpose.

8. **Copyrights and Other Intellectual Property.** The platform (website and Portal) and other software infrastructure, as well as all content placed on the TILC website and Community Connections Portal by TILC or its business affiliates, are owned by and licensed to TILC by Intentional Legacies, LLC. Except for user content placed on the Portal by TILC members and except as expressly noted on the Portal, all materials and information contained on the Portal, including but not limited to, all images, pictures, logos, illustrations, designs, photographs, video clips, text, icons, graphics, case studies, white papers, press releases, designs, overall appearance of the Portal, and written and other materials that appear on the Portal (collectively, referred to as "TILC content") are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed by TILC or its affiliates or are the property of their respective owners that have been licensed to TILC and are protected by U.S. and international copyright laws and conventions. In all cases, however, TILC members will own all data and other content that they input into their accounts or that they post on the public portions of the Portal.
9. **Limitation of Liability.** In no event will TILC be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, or damages for loss of data, incurred by you or any third party, whether under contract, tort or any other theory of liability, arising in connection with any party's use of the Portal or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer

virus, system failure, loss of data, or loss of use related to the Portal or any website operated by any third party or any contents of the Portal or any other website, even if TILC is aware of the possibility of such damages.

TILC provides the content and functionality of the Portal and all member accounts on an As-Is basis. TILC will make reasonable efforts to ensure the security of all Portal content whether owned by TILC or by Members, but it does not warrant that the Portal, including without limitation, any account holder account will be secure or error-free or that they will function without delays or imperfections. TILC makes no warranty regarding the effectiveness of services offered by TILC members to each other, including without limitation any advice or guidance provided by members of the Life Transition Ambassador program. TILC DISCLAIMS ALL WARRANTIES THAT MAY OTHERWISE BE APPLICABLE TO THE PORTAL OR TO ANY MEMBER ACCOUNT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

In all events, the liability of TILC for damages of any kind is limited to the amount paid by a Member to TILC for their current Membership. That limitation of damages is a material inducement to TILC to make the Portal available to members and other users on the terms provided. Absent such a limitation TILC would require materially different, more restrictive and less generous Terms of Use for the Portal.

10. **Indemnity.** Each user of the Portal agrees to defend, indemnify and hold harmless TILC, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with its access to or use of the Portal or the breach by it of these Terms of Use or the Acceptable Use Policy.
11. **Passwords.** You are responsible for maintaining the confidentiality of any password(s) you are given or that you create to access the Portal, including any account you maintain on the Portal, and you are fully responsible for all activities that occur under your password(s). You agree to notify TILC immediately of any unauthorized use of your password(s). *Further, Members have the ability to determine who can access each item of their profile content by setting Privacy levels/tiers appropriately and the Member assumes full responsibility for the management of those settings.*
12. **Links to Third Party Sites, Content, Products and Services.** TILC may establish links between the Portal and one or more web sites operated by third parties. TILC has no control over any such other sites, the contents therein or the products/services offered. The existence of any such links does not constitute an endorsement, representation or warranty by TILC of such sites, the contents of such sites, the products or services of such sites or the operators of such sites. TILC disclaims responsibility for the privacy policies and customer information practices of third-party Internet sites linked to the Portal. If you choose to purchase or exchange any products or services from a third party, your relationship is directly with the third party. You agree that TILC is not responsible for: (a) the quality of third-party products or services; or (b) fulfilling any of the terms of your agreement with the third-party seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that TILC is not responsible for any loss or damage of any sort you may incur from dealing with any third-party.
13. **Termination of Use.** If you are not a registered TILC account holder you agree that TILC may, in its sole discretion, at any time terminate your access to the Portal and any account(s) you may have in connection with the Portal. Access to the Portal may be monitored by TILC. If you are a TILC

member, TILC may terminate your access to the member areas of the Portal and/or your TILC member account if you are in default under your TILC Agreement.

14. **Interruption of service.** Access to the Portal may be interrupted or restricted at any time for reasons outside the control of TILC. Access to the Portal may be interrupted or restricted due to website maintenance, updates, or improvements, which TILC will use commercially reasonable efforts to announce in advance and conduct during nighttime hours in North America. TILC does not guarantee that the Portal will be available on a 24/7/365 basis.
15. **Applicable Law.** All matters relating to your access to, and use of, the Portal shall be governed by U.S. federal law or the laws of the State of Michigan, without giving effect to its conflicts of laws principles. Any legal action or proceeding relating to your access to, or use of, the Portal shall only be instituted in a state or federal court in Washtenaw County, Michigan. You and TILC agree to submit to the jurisdiction of, and agree that the venue is proper in these courts in any such legal action or proceeding.
16. **Privacy Policy.** TILC is committed to protecting consumer privacy online. By accepting this Terms of Use Agreement, you are also agreeing to the TILC [Privacy Policy](#).
17. **Disclaimer.** TILC uses data security systems and protocols that are designed to protect personal identification data and the non-public contents of member accounts from disclosure to or access by unauthorized third parties. While TILC will take reasonable efforts to secure the Portal and its contents, no data security system is perfect and TILC cannot guarantee that the data in its possession or that members post in their accounts or in the public areas of the Portal cannot be accessed by a determined intruder with good information technology skills. As a result, TILC disclaims liability to any user of the Portal, including without limitation, TILC members and Eos account holders, for any direct or indirect damages that may result from the unauthorized access to or use by anyone of any content located on the Portal or in any member account, to the fullest extent permitted by law.
18. **Use of Cookies.** TILC uses cookies to help us provide better customer service and to enhance the user experience and deliver personalized content. Many improvements and updates to the Portal are based on the data collected through cookies, such as total number of visitors and pages viewed. A “cookie” is a small text file stored locally in the computer used to access your account, and contains information relating to your past use of the Portal. You have the ability to accept or decline cookies. However, if you choose to decline cookies, you may not be able to fully experience the interactive features of the Portal or services you visit.
19. **Bulletin Boards, Forums, Chat Rooms and Blogs.** Portions of the Portal allow you to post information which other visitors to the Portal will be able to access (such as on a forum, or replies to a blog or during an interactive chat with other visitors). In the event that you choose to post information in this context, it becomes generally available to the public, and we have no ability to control or limit its use by visitors to our Portal. By posting content on the Portal you are providing TILC and its affiliates the right to use the information in connection with the operation of TILC’s business. Therefore, we encourage you not to post any information on the public areas of the Portal that you consider private or sensitive.  
  
You represent and warrant that you have the right to post any information, graphics or other data that you transmit in any manner to any chat room, blogs, forum or similar domain (collectively “User Domains”) that is operated by or linked to the Portal. Further, for all postings you agree to hold yourself accountable to the TILC Code of Conduct as defined in the Membership Agreement and

agree to submit to the curation process defined there. TILC makes no warranty regarding the accuracy of any information or data transmitted to the Portal by any person, including without limitation, representatives of TILC. You may use or rely on any such information at your risk. You may use the Portal only on an As-Is basis. TILC disclaims all warranties regarding the Portal. You are responsible for all results that occur following your use of the Portal.

20. **Privacy of Minors.** TILC's web Portal, software and services do not target, and are not structured to attract, persons under the age of 18. TILC does not collect any registration information from users who indicate they are under the age of 18. If TILC discovers personal data from a child under age 18, in any of its records, TILC will eliminate that data from the Portal and its records.
21. **Security of Information.** To protect the privacy of personal information provided by you, TILC employs industry-standard controls including physical access controls, Internet firewalls, intrusion detection, and network monitoring. Additionally, only authorized administrators and staff have access to systems containing personal identification information. We urge you to take every precaution to protect your personal data when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.
22. **Amendments.** TILC and the account holder may amend this Agreement at any time by mutual Agreement confirmed in writing. In addition, TILC may amend these Terms of Use, in its sole discretion, effective upon written notice to the account holder. TILC will not increase any fees payable by the account holder, including, without limitation, annual *usage* fees, except upon at least 30 days prior written notice to *the account holder*. Any such written notice may be provided by email, broadcast, or other messaging sent through the Portal.
23. **Policy Questions or Concerns.** If there are questions or concerns about the policy above, please provide them via email at [contact@the-ilc.org](mailto:contact@the-ilc.org).