Terms of Service

Note to TWP Member: Below please find the legal terms of service for use of the TWP materials. Please note, however, that the tone of the language does not represent the spirit with which we enter into community with you. Our hope for the TWP member community is being in relationship with you to share lessons learned and ideas for implementing the curriculum. We look forward to engaging with you.

OVERVIEW:
The terms of service apply to the purchase and use of Transforming White Privilege: a 21st Century Leadership Capacity Curriculum, copyright World Trust. Throughout the Terms of Use, TWP refers to the curriculum. The terms “we”, “us” and “our” refer World Trust. The full TWP curriculum is available to members of the Transforming White Privilege curriculum community who pay a fee or receive a code to access the curriculum. The term “members” or “you” refer to those who have signed up to access the full curriculum, and have received log-in information to do so.

All information, tools and services available as part of TWP to you, the member, are conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

SECTION 1 – PERMISSIONS, ATTRIBUTION AND OTHER CONDITIONS OF USE:
You may not resell your access to TWP or share your log-in information with others who are not members. If you have paid the organizational membership rate you can share your log-in information with colleagues who have a formal relationship (e.g. staff, board) with your organization or institution.

You must include the copyright information or another similar attribution or citation when you reference TWP, or on materials you share from TWP (as already indicated on the downloadable handouts and lesson plans). Any new features or tools which are added to TWP shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to TWP following the posting of any changes constitutes acceptance of those changes.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
You must not transmit any worms or viruses or any code of a destructive nature.

SECTION 2 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION
We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site contains certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
SECTION 3 – FACILITATION
In the Facilitator’s Guide we provide specific information about the level of experience of facilitator (s) need to have to facilitate the TWP curriculum. We strongly encourage the member to review the Guide before implementation of the curriculum. We recommend the facilitators of the TWP curriculum have strong emotional and intellectual resources, and that they are knowledgeable on the topics covered in the training.

Specifically, facilitators should have:

- Advanced knowledge of structural racism, white privilege, cultural dominance, and power.
- At least basic knowledge of intersectionality
- Beyond basic experience in facilitating workshops and discussions on structural racism, white privilege and power.
- Experience on how to use the knowledge of structural racism and white privilege to creating change in their different spheres of influence, e.g. at work, in volunteer organizations or in the community.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES
Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue TWP (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of TWP.

We encourage you to update your member profile with any change to your email address since we will use that mode to inform members of changes.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION
You are responsible for paying any applicable sales tax.

We reserve the right to refuse any order you place with us. You agree to provide current, complete and accurate membership and payment information for access to TWP.

You acknowledge and agree that we provide information and access to resources or tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of TWP.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS
Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS
If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION
Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS
Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES
In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the
security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY
We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove TWP for indefinite periods of time or cancel TWP at any time, without notice to you.

You expressly agree that your use of, or inability to use, TWP is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall World Trust, or our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or… any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION
You agree to indemnify, defend and hold harmless World Trust and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY
In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION
The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT
The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW
These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Cardiff by the Sea, CA, 92007, United States.

SECTION 19 – CHANGES TO TERMS OF SERVICE
You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION
Questions about the Terms of Service should be sent to us at ret@world-trust.org.