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# PIL/SHARIASOURCE TERMS OF USE 05.29.20

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## Introduction

**SHARIASource** (“we” or “us”) is an academic research project of the Program in Islamic Law (PIL) at Harvard Law School. SHARIASource offers content and context on Islamic law that is accessible to academics, journalists, and policy makers through a research portal (developed with support from Harvard’s [Berkman Klein Center for Internet & Society](#)), an academic blog, and other programs. The work of SHARIASource is governed by common principles of academic engagement including multiple perspectives, peer reviewed material, free and open exchange of ideas, and ethical use of sources. SHARIASource is not a religious organization or an advocacy group.

## Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and SHARIASource. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use” or “Terms”), govern your access to and use of the SHARIASource website and portal (the “Platform”), including any content, functionality and services it offers.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use you must not access or use the Platform.

By using the Platform, you represent and warrant that you are of legal age to form a binding contract with SHARIASource and that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

## Changes to the Terms of Use

We may revise and update these Terms of Use (“Updated Terms”) from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. SHARIASource will try its best to provide you reasonable notice of the Updated Terms. We may notify you of the Updated Terms by posting them on the Platform.

Your continued use of the Platform following the posting of the Updated Terms means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

## Accessing the Platform and Account Security

We reserve the right to withdraw or amend the Platform, and any service or material we provide on it, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including contributors and other registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Platform;
- ensuring that all persons who access the Platform through your Internet connection are aware of these Terms of Use and that they comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information that you provide on the Platform is correct, current and complete. You agree that all information you provide to register with this Platform, including but not limited to information provided through the use of any interactive features on the Platform, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with that Policy. Some of the Platform services may be provided through third parties, such as Wordpress and Constant Contact. Any interactions with or information provided to such third parties will be governed by the respective policies of those third parties.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and you agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session if your computer is not private or otherwise secured from other users. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

## Intellectual Property Rights

The Platform and its inherent features and functionality (including but not limited to all information, software, text, displays, images, video, and audio, together with the design, selection and arrangement thereof, excluding Material as described in the Contributor Agreement below, are owned by SHARIASource, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Creative Material, as defined in the Contributor Agreement is protected by a Creative Commons Attribution-Non-Commercial (CC BY-NC) 4.0 International License. You are free to copy and redistribute the Creative Material in any medium or format and are free to remix, transform, and build upon the Creative Material. Neither SHARIASource nor the Contributor can revoke these freedoms as long as you follow the CC BY-NC license terms. You must give appropriate credit, provide a link to the license, and indicate if changes were made to the original Creative Material. You may do so in any reasonable manner, but not in any way that suggests SHARIASource or the Contributor endorses you or your use. You also may not use the Creative Material for commercial purposes. Finally, you may not apply legal terms or technological measures that legally restrict others from using the Creative Material in a manner permissible under the CC BY-NC license. All Creative Material is subject to the terms of the Contributor Agreement.

Third-Party Material, as defined in the Contributor Agreement, is subject to and protected by applicable law, including, without limitation, domestic and foreign intellectual property laws.

All Contributed Material must comply with the Content Standards, outlined below, as well as with the SHARIASource Editor Handbook, Contributor Handbook, and Style Guide (collectively, "Content Handbooks"). These Content Handbooks will be provided separately.

No right, title or interest in or to the Platform or any Material on the Platform is transferred to you, and all rights not expressly granted are reserved by SHARIASource. Contributors may retain their rights, title, or interest in the Creative Material that they contribute, pursuant to the Contributor Agreement.

Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms and may violate copyright, trademark, and other laws.

## Trademarks

The SHARIASource and PIL name and all related names, logos, product and service names, designs and slogans are trademarks of SHARIASource or its affiliates or licensors. You must not use such marks without the prior written permission of SHARIASource. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

## Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- to send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards in these Terms of Use and/or the Content Handbooks;
- to transmit or procure the sending of any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- to impersonate or attempt to impersonate SHARIASource, a SHARIASource employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing entities); or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm SHARIASource or users of the Platform or expose them to liability.

Additionally, you agree not to:

- use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real-time activities through the Platform;
- use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform, for a generally unauthorized purpose without our prior written consent;
- use any manual process to monitor or copy any of the material on the Platform or for any other generally unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Platform;
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform;
- attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Platform.

## User Contributions

The Platform may contain message boards, chat rooms, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Platform. User Contributions do not include Material as defined in the Contributor Agreement.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution that you post to the Platform will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of our and their respective licensees, successors and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions that you submit or contribute, and that you, not SHARIAsource, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

## Monitoring and Enforcement; Termination

We reserve the right to:

- remove or refuse to post any User Contributions or Material, as defined in the Contributor Agreement (collectively, "Contributed Content") for any reason at our sole discretion;
- take any action with respect to any Contributed Content that we deem necessary or appropriate at our sole discretion, including if we believe that such Contributed Content violates the Terms of Use, including the Content Standards and Content Handbooks, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for SHARIAsource;
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and
- terminate or suspend your access to all or part of the Platform for any violation of these Terms of Use.

Without limiting the foregoing, we retain the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. **You waive and hold harmless SHARIAsource and its affiliates from any claims resulting from any action taken by any of the foregoing parties during or resulting from its investigations and from any actions taken as a consequence of investigations by either such parties or law enforcement authorities.**

However, we cannot review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. We will, however, comply with any notices of copyright infringement pursuant to the Digital Millennium Copyright Act.

## Content Standards

These content standards apply to any and all Contributed Content. Contributed Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations.

Without limiting the foregoing, Contributed Content must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe any patent, trademark, trade secret, copyright, or other intellectual property rights or any other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#);
- be likely to deceive any person;
- promote any illegal activity or advocate, promote, or assist any unlawful act;
- cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person, which does not include reasonable academic differences of opinion;
- impersonate any person, or misrepresent a contributor's identity or affiliation with any person or organization;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising; or
- give the impression that Contributed Content emanates from or is endorsed by us or any other person or entity, if this is not the case.

Material, as defined in the Contributor Agreement, is also subject to the Content Handbooks as well as the specific terms of the Contributor Agreement.

## Copyright Infringement

If you believe that any Contributed Content violates your copyright, please see our Copyright Policy below for instructions on how to send us a notice of copyright infringement. It is SHARIAsource's policy to terminate the user accounts of repeat infringers.

## Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents. Any reliance you place on such information is strictly at your own risk.

This Platform includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors. All statements and/or opinions expressed in these materials, and all

articles and responses to questions and other content, other than the content provided by SHARIAsource, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the SHARIAsource. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

## Changes to the Platform

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

## Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions we take with respect to your information in compliance with the Privacy Policy.

## Users Located in the European Economic Area

If you are located in the European Union, Iceland, Liechtenstein, or Norway (the “European Economic Area”), please see [Additional EEA Privacy Disclosures](#) for information about ways that certain Harvard University Schools, Centers, units and controlled entities, including this one, may collect, use, and share information about you.

## Other Terms and Conditions

Additional terms and conditions may apply to specific portions, services, or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

## Linking to the Platform

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

## Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## Geographic Restrictions

SHARIAsource is based in the Commonwealth of Massachusetts in the United States and the Platform and these Terms of Use have been formulated under United States law. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## Disclaimer of Warranties

Your use of the Platform, its content, and any services or items obtained through the platform is at your own risk. The Platform, its content, and any services or items obtained through the Platform are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither SHARIASource nor any person associated with SHARIASource makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Platform, its content or any services or items obtained from the Platform. Without limiting the foregoing, neither SHARIASource nor anyone associated with SHARIASource represents or warrants that the Platform, its content, or any services or items obtained through the Platform will be accurate, reliable, error-free, or uninterrupted; that defects will be corrected; that our site or the server that makes it available are free of viruses or other harmful components; or that the Platform or any services or items obtained through the Platform will otherwise meet your needs or expectations.

SHARIASource hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purposes.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

## Limitation on Liability

In no event will SHARIASource, its affiliates or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use or inability to use the Platform, any websites linked to it, any content on the Platform or any services or items obtained through the Platform, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to those claimed for personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

## Indemnification

You agree to defend, indemnify and hold harmless SHARIASource, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions and any use of the Platform’s content and services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

## Governing Law and Jurisdiction

This Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in Suffolk County or Middlesex County, Massachusetts. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

This Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in

Suffolk County or Middlesex County, Massachusetts. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

### Waiver and Severability

No waiver by SHARIASource of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SHARIASource to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### Entire Agreement

These Terms of Use, and the agreements incorporated herein, constitute the sole and entire agreement between you and SHARIASource with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

### Your Comments and Concerns

This Platform is operated by SHARIASource, an affiliate of the Program in Islamic Law at Harvard Law School, Cambridge, MA 02138.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy below in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: [shariasource@law.harvard.edu](mailto:shariasource@law.harvard.edu).

# Copyright Policy

Last Modified: November 15, 2016

## REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "**Platform**") infringe your copyright, you may request removal of those materials (or access to them) from the Platform by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work that you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;
- identification of the material that you believe to be infringing your rights in a sufficiently precise manner to allow us to locate that material;
- adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, your email address).
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the written notice is accurate;
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Tracy Lee Walden

1414 Massachusetts Ave., Cambridge, MA. 02138

617 496 8515

[tracy\\_walden@harvard.edu](mailto:tracy_walden@harvard.edu)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly and materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## COUNTER-NOTIFICATION PROCEDURES

If you believe that material that you posted on the Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- your physical or electronic signature;

- an identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, your email address);
- a statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- a statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside of the United States, for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the Platform with the complaint at issue.

Completed Counter-Notices should be sent to:

Tracy Lee Walden  
 1414 Massachusetts Ave., Cambridge, MA. 02138  
 617 496 8515  
 tracy\_walden@harvard.edu

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

Please be aware that if you knowingly materially and misrepresent that material or activity on the Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## REPEAT INFRINGERS

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

## Contributor Agreement

**Last Modified: November 15, 2016**

This agreement (the "**Agreement**") is between SHARIAsource, an initiative of the Program in Islamic Law at Harvard Law School, Cambridge, MA 02138 ("SHARIAsource" or "PIL: SHARIAsource"), and the Content Contributor ("Contributor"). The parties agree as follows:

**MATERIAL.** This Agreement concerns the contributed material ("**Material**"), defined as either (i) creative content developed or created by Contributor and provided by Contributor for use by SHARIAsource ("**Creative Material**"), or (ii) content collected and provided by Contributor for use by SHARIAsource ("**Third-Party Material**"). The Material includes, by way of example and without limitation, any and all text, visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, and arrangement and coordination of such elements incorporated in or developed in connection with the Material.

**CONTENT STANDARDS.** All Material must comply with SHARIAsource's Content Standards, as outlined in the Terms of Use above as well as the SHARIAsource Editor Handbook, Contributor Handbook, and Style Guide (collectively, "**Content Handbooks**"). SHARIAsource reserves the right to review and monitor all Material uploaded on the Platform.

**AUTHORSHIP RIGHTS IN CREATIVE MATERIAL.** Contributor shall retain authorship rights in any and all Creative Material he or she contributes, subject to the rights granted to SHARIAsource.

**LICENSE.** SHARIAsource does not claim any ownership in the Material provided to it and used on the SHARIAsource platform (the “**Platform**”). In accordance with this Agreement, Contributor grants SHARIAsource a non-exclusive, irrevocable, worldwide, royalty-free license to incorporate any and all Creative Material on the Platform and all associated educational, advertising, marketing, publicity, promotional, web, and other related materials in any and all media now known or hereafter devised and to reproduce, translate into other languages, and distribute the Material on the Platform in perpetuity. Contributor will not grant any licenses to SHARIAsource concerning Third-Party Material.

**CREATIVE COMMONS.** Contributor authorizes SHARIAsource to make the Creative Material available under a Creative Commons Attribution-NonCommercial (CC BY-NC) 4.0 International License. For more information on the Creative Commons licenses, please visit <https://creativecommons.org/licenses/>.

**WARRANTY.** Contributor represents and warrants that: (i) Contributor has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement; and (ii) the performance of Contributor’s obligations and the Material provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties.

- For Creative Material, Contributor represents and warrants that (a) Contributor is the sole creator of or otherwise has the unrestricted right to license the Creative Material; and (b) that the use, assignment and sublicensing of the Material and any other materials or services provided to SHARIAsource as contemplated herein will not violate or infringe upon any rights of any nature whatsoever of any other party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.
- For Third-Party Materials, Contributor represents and warrants that (a) Contributor has made a good faith inquiry into the applicable laws, including without limitation foreign intellectual property laws, governing use of the Third-Party Material, and has an unrestricted right to provide the Third-Party Material to SHARIAsource for use in the Platform; and (b) that the use of the Third-Party Material and any other materials or services provided to SHARIAsource as contemplated herein will not violate or infringe upon any rights of any nature whatsoever of any other party, including without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights.

Contributor further represents and warrants that SHARIAsource need not obtain any additional permissions and/or make any additional payments other than as set forth in this Agreement in order to use the Material in the manner contemplated herein, including but not limited to permissions from and/or payments to book publishers, unions, and/or Contributor’s organizations.

**VIOLATION OF PROVISIONS.** Violation of any of the provisions of the Agreement may, at SHARIAsource’s sole discretion, result in termination of Contributor’s account and/or restriction of Contributor’s access to the SHARIAsource Platform and/or its services.

**REMOVAL OF MATERIAL.** SHARIAsource reserves the right to remove any Material from the Platform or take any action with respect to any Material that it deems necessary at its sole discretion. These reasons can include, without limitation, violation of this Agreement or the SHARIAsource Terms of Use; infringement of any intellectual property right or other right of any person or entity, including foreign intellectual property rights; threat to the personal safety of users of the Platform or the public; or creation of liability for SHARIAsource. Material removed from the Platform may continue to be stored by SHARIAsource including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. SHARIAsource will not be liable to Contributor for any modification, suspension, or discontinuation of the Platform or its services, or the loss of any Material.

**INDEMNIFICATION.** Contributor shall indemnify, defend, save, and hold harmless SHARIAsource; SHARIAsource’s successors, assigns, and licensees; and SHARIAsource’s respective officers, directors, agents, and employees, from and against any and all claims, damages, liabilities, costs, and expenses

(including but not limited to reasonable attorneys' fees), arising out of or in any way connected with the Material, the use of the Materials in the Platform, or otherwise relating to this Agreement.

**TERRITORY.** The rights granted under this Agreement shall be granted worldwide in all languages.

**TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors and assigns of the parties in perpetuity.

**INTEGRATION.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except in writing signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**MODIFICATION.** SHARIAsource reserves the right to modify the provisions of this agreement. Contributor will be notified of any changes to this Agreement and will have the opportunity to terminate the Agreement. Termination will not result in removal of any Material provide by Contributor, unless the Material violates the provisions of the Agreement.

**NO WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW AND VENUE.** The parties agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state for federal court in Suffolk County or Middlesex County, Massachusetts. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.