



TERMS OF USE

LAST UPDATED: September 15, 2023

THESE TERMS AND CONDITIONS (THESE “**TERMS**”) ARE A LEGAL CONTRACT BETWEEN YOU AND THE CONSTELLATION PROJECT, INC. (“**CONSTELLATION**”, “**WE**” OR “**US**”). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT WWW.THECONSTELLATIONPROJECT.ORG AND THE MICROSITES THAT ARE JOINTLY BRANDED WITH AND OPERATED BY OUR LGBTQ+ PARTNERS, WHERE SUCH MICROSITES INCLUDE A LINK TO CONSTELLATION’S PRIVACY POLICY AND THESE TERMS (COLLECTIVELY, THE “**SITES**”), AND THE SERVICES OFFERED BY THE SITES (THE “**SERVICES**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE SITES. BY USING THE SITES, OR BY CLICKING TO ACCEPT OR AGREE TO THESE 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 AND OUR [PRIVACY POLICY](#) INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR THE [PRIVACY POLICY](#), YOU MUST NOT ACCESS OR USE THE SITES.

The Sites are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Sites, you represent and warrant that you are at least 18 years old and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION AGREEMENT, INCLUDING CLASS ACTION WAIVER, WHICH APPLIES TO THESE TERMS AND ALSO APPLIES TO AND CONTROLS OUR PRIVACY POLICY, AND WHICH AFFECTS YOUR RIGHTS UNDER THESE TERMS AND THE PRIVACY POLICY WITH RESPECT TO CLAIMS OR DISPUTES YOU MAY HAVE WITH CONSTELLATION.

OUR LGBTQ+ PARTNERS OWN THE SITES OTHER THAN WWW.THECONSTELLATIONPROJECT.ORG, ARE RESPONSIBLE FOR THEIR ADMINISTRATION, AND PROVIDE LINKS TO THE LGBTQ+ PARTNERS’ TERMS OF USE, WHICH ALSO APPLY TO SUCH SITES IN ADDITION TO THESE TERMS, BUT THESE TERMS SHALL CONTROL YOUR RELATIONSHIP WITH CONSTELLATION, INCLUDING DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER. BY USING ANY SITE, YOU ARE AGREEING TO ALL OF THESE TERMS; IF YOU DISAGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE A SITE OR ANY INFORMATION CONTAINED ON A SITE.

The Projects, Usage of the Sites and Services on the Sites

The nonprofit mission of The Constellation Project, Inc. (“**Constellation**”) includes the expansion of our multipart dataset (“**Dataset**”) that strives to assemble information about LGBTQ+ parents/guardians/caregivers, and parents/guardians/caregivers of LGBTQ+ children throughout the United States (“**Parents**”) (i) in order to help expand membership and support for non-profit and other entities serving Parents (“**LGBTQ+ Partners**”), and (ii) to facilitate public health and public policy research on the Parent population. Constellation’s activities (collectively, the “**Projects**”) include, among other things, maintaining, expanding and enriching the Dataset; recruiting participants to participate in the Dataset and in the Projects; conducting outreach campaigns; screening, analyzing, and appending information included within the Dataset; pseudonymizing, de-identifying, and/or aggregating (“**De-personalizing**”) information for research, analytics and other purposes; using information to assist our LGBTQ+ Partners with their projects and advocacy, and assisting qualified researchers to recruit candidates for public health and public policy related research.

To learn more about Constellation’s mission and Projects, we encourage you to visit the Sites. You need not register with Constellation to simply visit and view the Sites.

For certain Services and Projects, you may be required to agree to additional terms and conditions applicable to such use or access (such additional terms shall be referred to in These Terms as an “**Additional Agreement**”). The [Terms of Participation](#) are an example of such an Additional Agreement.

If you desire to complete a registration with Constellation in order to participate in one or more of the Projects (a “**Project Registration**”), the Additional Agreement applicable to such Project will set forth the information that you will be required to submit in order to complete such registration, and the optional information you may also provide, if any, which is not required to complete such registration.

All the information that you provide when completing any registration or that you otherwise provide through the Sites must be accurate, complete and up to date. With respect to any Project Registration, you may change, correct or remove any information from your registration as set forth in the Additional Agreement.

Privacy Policy

Please review the Constellation Privacy Policy (the “**Privacy Policy**”) located at www.theconstellationproject.org/privacy. The Privacy Policy explains how we use information that you submit to Constellation.

Changes

Constellation may make changes to the content and Services offered on the Sites at any time. Constellation can change, update, or add or remove provisions of These Terms, at any time by posting the updated Terms on www.theconstellationproject.org. If we make a material change to any of These Terms, or our [Privacy Policy](#), we will endeavor to provide you with notice, as required by law, which may include highlighting the change on our Sites and/or mailing or emailing to you at your last known home or email address. If you do not agree to any change in These Terms, or the [Privacy Policy](#), you may discontinue your use of the Services. By using the Sites after Constellation has updated These Terms, or the [Privacy Policy](#), you are agreeing to all the updated Terms and [Privacy Policy](#). If you do not agree with any of the updated Terms, or [Privacy Policy](#), you must stop using the Services.

General Use

By using the Sites, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “**Minor**”), that you are using the Sites with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Sites and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to These Terms and to fully indemnify and hold harmless Constellation if the Minor breaches any of These Terms. If you are not at least 13 years old, you may not use the Sites at any time or in any manner or submit any information to Constellation or the Sites.

“**Materials**” shall mean all content provided through the Sites that is copyrighted and/or trademarked work of Constellation or Constellation’s third-party licensors and suppliers or other users of the Sites, including without limitation such content that may be viewed without registration. Materials may include logos, graphics, video, images, software and other content.

Subject to These Terms, and your compliance with These Terms, Constellation hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Sites solely for your personal use. Except for the foregoing license, you have no other rights in the Sites or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Sites or Materials in any manner.

If you breach any of These Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Links to Third-Party Sites

The Sites, including jointly branded microsites operated by our LGBTQ+ Partners, may be linked to other web sites, such as websites for LGBTQ+ Partners, that are not Constellation sites (collectively, “Third-Party Sites”). Certain areas of the Sites may allow you to interact with such Third-Party Site and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on the Sites. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and practices than Constellation, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of the Third-Party Sites. Links to Third-Party Sites are provided to you as a convenience, and Constellation does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed, solicitation of donations and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT CONSTELLATION WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

Proprietary Rights

Constellation, The Constellation Project and the shooting star logo are trademarks of Constellation in the United States. Other trademarks, names and logos on the Sites are the property of their respective owners.

Unless otherwise specified in These Terms, all information and screens appearing on the Sites, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Constellation, Copyright © Constellation. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Disclaimer of Warranties

Your use of the Sites is at your own risk. The Materials have not been verified or authenticated in whole or in part by Constellation, and they may include inaccuracies or typographical or other errors. Constellation does not warrant the accuracy or timeliness of the Materials contained on the Sites. Constellation has no liability for any errors or omissions in the Materials, whether provided by Constellation, our licensors or suppliers or other users.

CONSTELLATION, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITES, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITES, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES, MATERIALS AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

Limitation of Liability

CONSTELLATION SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE SITES, OR FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONSTELLATION BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF CONSTELLATION KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL CONSTELLATION'S TOTAL, AGGREGATE LIABILITY EXCEED \$50.

Local Laws; Export Control

Constellation controls and operates the Sites from its headquarters in the United States of America and the Projects and Materials may not be appropriate or available for use in other locations. If you use the Sites outside the United States of America, you are responsible for following applicable local laws.

Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to Constellation, whether by letter, email, telephone, or otherwise (collectively, “Feedback”), suggesting or recommending changes to the Sites or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and Constellation is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that Constellation is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Language

The Parties hereto have expressly required that These Terms and all documents and notices relating thereto be drafted in the English language.

General

Constellation prefers to advise you if we feel you are not complying with These Terms and to recommend any necessary corrective action. However, certain violations of These Terms, as determined by Constellation, may result in immediate termination of your access to the Sites without prior notice to you. New York state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern These Terms. Foreign laws do not apply. Any disputes relating to These Terms or the Sites will be resolved pursuant to the Arbitration Agreement set forth below. In the event that the Arbitration Agreement were not enforceable, then any dispute relating to These Terms will be heard in the state or federal courts located in New York County in the State of New York. If any of These Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Constellation’s failure to enforce any of These Terms is not a waiver of such term. These Terms are the entire agreement between you and Constellation and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Constellation about the Sites. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of These Terms.

Dispute Resolution – Arbitration Agreement and Class Action Waiver

Please read this Arbitration Agreement and Class Action Waiver carefully. It affects your rights.

Most user concerns regarding the Services can be resolved quickly and to a user’s satisfaction by contacting us by registered or certified mail, return receipt requested, addressed only to The Constellation Project, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Any physical office of Constellation is not authorized to receive legal

notices. However, if a user complaint does not solve the problem, then this Arbitration Agreement and Class Action Waiver (“**Arbitration Agreement**”) facilitates the prompt and efficient resolution of any Disputes that may arise between you and Constellation regarding These Terms, the [Privacy Policy](#), any Additional Agreement, or the Services.

Arbitration is a form of private dispute resolution in which persons with a Dispute agree to submit their Dispute to a neutral third person (the arbitrator) for a binding decision, rather than have their Dispute determined in a lawsuit in court, before a judge or jury. You give up those rights to a court adjudication by a judge or jury and instead agree to arbitration. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator’s decision is much more limited than in court, and in general an arbitrator’s decision may not be appealed for errors of fact or law.

For the purpose of this Arbitration Agreement, “Constellation” means The Constellation Project, Inc., and its parents, subsidiaries, and affiliated companies or entities, and each of their respective officers, directors, trustees, employees, agents, data hosts, successors and assigns. The term “Dispute” means any dispute, claim, or controversy between you and Constellation regarding any aspect of your relationship with Constellation or These Terms, the Privacy Policy, or the Services, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced.

YOU AND CONSTELLATION EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED BELOW, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

Pre-Arbitration Dispute Resolution

For all Disputes you must first give Constellation an opportunity to resolve the Dispute. You must commence this process by mailing written notification by registered or certified mail, return receipt requested, addressed only to The Constellation Project, Inc. c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Constellation does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

Arbitration Procedures

If this Arbitration Agreement applies and the Dispute is not resolved as provided above (“**Pre-Arbitration Dispute Resolution**”) either you or Constellation may initiate arbitration proceedings. The service upon Constellation of any Demand for Arbitration and/or any notice of commencement of arbitration shall be by mailing written notification by registered or certified mail, return receipt requested, addressed only to The Constellation Project, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Any physical office of Constellation is not authorized to receive legal notices. The American Arbitration Association

("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a representative or class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

For arbitration before the AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Arbitration Agreement governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because your contract with Constellation, including These Terms, the [Privacy Policy](#), any Additional Agreement, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and state law and the applicable statute of limitations or conditions precedent to suit.

The arbitration proceedings shall take into account applicable principles of legal privilege and related protections, including the confidentiality of attorney-client communications and attorney-work product. No party or witness shall be required to waive any privilege recognized at law.

Arbitration Award

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by the FAA or applicable state law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration

You may initiate arbitration in either New York County, State of New York, or in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution. In the event that Constellation initiates an arbitration, it may only do so in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution, unless you and Constellation make a written agreement for another location for the arbitration.

Payment of Arbitration Fees and Costs

Constellation will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, your

attorneys and/or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Constellation as provided in the section above titled “Pre-Arbitration Dispute Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover from Constellation your actual and reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver

You and Constellation agree that the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) unless both you and Constellation specifically agree in writing to do so following initiation of the arbitration. Neither you, nor any other user of the Services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding.

Limitation of Procedural Rights

You understand and agree that by entering into this Arbitration Agreement, you and Constellation are each agreeing to resolve Disputes by arbitration, which provides for decision by an arbitrator rather than a judge or jury in a public court. In the absence of this Arbitration Agreement, you and Constellation might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided above, those rights are waived, and you instead agree to resolve Disputes by arbitration. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration than in court.

Severability

If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court.

Survival of Terms

This Arbitration Agreement and all of the other terms of These Terms shall survive the termination of your Additional Agreement(s) with Constellation and your use of the Services.

Contact Us

If you have any questions about These Terms or need to contact Constellation for matters other than Disputes, you can reach us at:

The Constellation Project, Inc.
142 West 57 Street
Floor 11
New York, NY 10019-3590