

# Timbuktu Terms of Service



Welcome to Timbuktu ! By signing up for a Timbuktu Account or by using any Timbuktu Services you are agreeing to the following terms and conditions.

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms of Service before you may sign up for a Timbuktu Account or use any Timbuktu Service.

## The Important Stuff First

Timbuktu is a Community Market Place that is being Developed by [Douglass](#). Douglass builds and designs Intentional Products, and Technologies for: Peace, Love and Purpose.

Timbuktu is aligned with the [Beloved Community Pledge](#) and the [Beloved Community License](#).

By creating an account on Timbuktu you agree that you are aligned with the [Beloved Community Pledge](#) and the [Beloved Community License](#).

# The Beloved Community Pledge

- I recognize the humanity of the multitudes that are oppressed, persecuted, incarcerated, and in struggle.
- I declare that violence, poverty, racism, sexism, incarceration, surveillance, militarism and environmental destruction cannot persist.
- I recognize that reparations and atonement are part of a needed community healing process.
- I recognize that Housing, Food, Health Care and Education are Human Rights that will be provide to all.
- I pursue a world of Peace, Love, Purpose and abundance for all.
- I make change through nonviolence and radical love for all and for our sacred planet.
- I commit to the inspired change needed to create a more humanely just and coherent future.
- I commit to becoming aware of those forces that seek to undermine the Beloved Community.
- Whenever possible I will use (and create) technology that is aligned with Peace, Love and Purpose.

# Beloved Community License

This Beloved Community License has been created for: Peace, Love, and Purpose.

## **The Beloved Community License (BCL)**

The BCL is a Non Violent Software, Hardware and Product License that has been created for: Peace, Love and Purpose.

The BCL is based on an understanding and recognition of: Martin Luther King's "Beloved Community", and a Social Activism that pursues a future of Peace, Love and Purpose for all.

## **Recognition and Possibilities**

- When possible Software, Hardware and Products issued under the BCL will be used to improve the lives of the Multitudes of the World that are oppressed and in struggle.
- When possible Software, Hardware and Products issued under the BCL will be used to foster the development of equitable and inclusive political and economic spaces.

- When possible Software, Hardware and Products issued under the BCL will be used to enable the enfranchisement of the incarcerated into the daily activities of our communities.
- By using Software, Hardware and Products Issued under the BCL you recognize the Preciousness of all with special attention to the hungry, the homeless and the oppressed.
- By using Software, Hardware and Products Issued under the BCL you recognize that reparations and atonement are a part of a needed community healing process.
- By using Software, Hardware and Products issued under the BCL you recognize the Preciousness of the earth.
- By using Software, Hardware and Products Issued under the BCL you recognize the humanity of the incarcerated.
- By using Software, Hardware and Products Issued under the BCL you recognize that Housing, Food, Health Care and Education are Human Rights that should be provide to all.

### **Usage Restrictions**

- Software, Hardware and Products issued under the BCL cannot be used for any violent purpose.
- Software, Hardware and Product issued under the BCL License cannot be used for surveillance of any kind.
- Software, Hardware and Products issued under the BCL cannot be used for War.
- Software, Hardware and Products issued under the BCL cannot be used to support Military activities.
- Software, Hardware and Products issued under the BCL cannot be used to inflict violence upon the Earth.
- Software, Hardware and Products issued under the BCL License cannot be be used by institutions of incarceration.
- Software, Hardware and Products issued under the BCL cannot be used to support the activities of Institutions of Incarceration.
- Software, Hardware and Products issued under the BCL License cannot be sub licensed.

The Douglass Community does not support judicial and legal systems that enforce corporal punishment, or retributive justice.

As a first measure disputes concerning the terms of the BCL will be adjudicated through a community driven Non-violent communication process.

# **Timbuktu Acceptable Use Policy**

Timbuktu is a Community Market that is aligned with Beloved Community Pledge and the Beloved Community License. Timbuktu is a shared asset of the Douglass Community that is aligned with

Peace, Love and Purpose.

Timbuktu provides the tools and technology for merchants aligned with the Community products and service in the Timbuktu marketplace. While we believe the free and open exchange of ideas and products is a key tenet of commerce, there are some activities that are incompatible with Timbuktu and Douglass core mission and values.

This Acceptable Use Policy describes activities that are prohibited in connection with your use of the Services.

## The following activities are prohibited:

1. **Child exploitation:** You may not offer goods or services, or post or upload Materials that exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner.
2. **Harassment, bullying, defamation and threats:** You may not offer goods or services, or post or upload Materials, that harass, bully, defame or threaten a specific individual.
3. **Hateful content:** You may not use the Services to promote or condone hate or violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition, veteran status or other forms of discriminatory intolerance. You may not use the Services to promote or support organizations, platforms or people that: (i) promote or condone such hate; or (ii) threaten or condone violence to further a cause.
4. **Illegal activities:** You may not offer goods or services, or post or upload Materials, that contravene or that facilitate or promote activities that contravene, the laws of the jurisdictions in which you operate or do business.
5. **Intellectual property:** You may not offer goods or services, or post or upload Materials, that infringe on the copyright or trademarks of others.
6. **Malicious and deceptive practices:** You may not use the Services to transmit malware or host phishing pages. You may not perform activities or upload or distribute Materials that harm or disrupt the operation of the Services or other infrastructure of Timbuktu or others, including Timbuktu's third party providers. You may not use the Services for deceptive commercial practices or any other illegal or deceptive activities.
7. **Personal, confidential, and protected health information:** You may not post or upload any Materials that contain personally identifiable information, sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent. You may not use the Services to collect, store, or process any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), any applicable health privacy regulation or any other applicable law governing the processing, use, or disclosure of protected health information.

## 8. **Restricted Items:**

1. Because Timbuktu is centered in Peace, Love and Purpose; you may not offer goods or services that are violent or that re-enforce violence.
2. Because Timbuktu is centered in Peace, Love and Purpose; you may not offer goods or services that are not aligned with the Beloved Community Pledge or the Beloved Community License.
3. Because Timbuktu is centered in Peace, Love and Purpose; you may not offer goods or services that support or re-enforce the global prison industrial complex.
4. Because Timbuktu is centered in Peace, Love and Purpose; you may not offer goods or services that support or re-enforce the global militarily industrial complex.
5. Because Timbuktu is centered in Peace, Love and Purpose; you may not offer goods or services, or post or upload Materials, that promote self-harm.
9. **Terrorist organizations:** You may not offer goods or services, or post or upload Materials, that imply or promote support or funding of, or membership in, a terrorist organization.

We may, at any time and without notice, remove any Materials, and suspend or terminate your Account or your access to the Services if you engage in activities that violate the letter or spirit of this Acceptable Use Policy, including activities outside of your use of the Services.

Our determination of whether a violation of our Acceptable Use Policy has occurred will be final and binding, and any action taken with respect to enforcing this Acceptable Use Policy, including taking no action at all, will be at our sole discretion.

## **Account Terms**

1. To access and use the Services, you must register for a Timbuktu account ("**Account**"). To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, a link to your Hamer.Earth profile page and any other information indicated as required. Timbuktu may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.
3. You confirm that you are receiving any Services provided by Timbuktu for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that Timbuktu will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you ("**Primary Email Address**"). You must monitor the Primary

Email Address you provide to Timbuktu and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with Timbuktu can only be authenticated if they come from your Primary Email Address.

5. You are responsible for keeping your password secure. Timbuktu cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
6. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.

## Account Activation

1. the person signing up for the Service by opening an Account will be the contracting party ("**Store Owner** ") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Store Owner in connection with the Service. You are responsible for ensuring that the name of the Store Owner (including the legal name of the company that owns the Store, if applicable) is clearly visible on the Store's website.
2. If you are signing up for the Services on behalf of your employer, your employer will be the Store Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. Your Timbuktu Store can only be associated with one Store Owner. A Store Owner may have multiple Timbuktu Stores.

## Your Responsibilities

1. You acknowledge and agree to provide public-facing contact information, a refund policy and order fulfillment timelines on your Timbuktu Store.
2. You are solely responsible for the goods or services that you may sell through the Services (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.
3. You may not use the Timbuktu Services 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), the laws applicable to you in your customer's jurisdiction. You will comply with all applicable laws, rules and regulations (including but not limited to obtaining and complying with the requirements of any license or permit that may be necessary to operate your store or that may be held by you) in your use of the Service and your performance of obligations under the Terms of Service.

## Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription to Online Service and/or POS Services (“**Subscription Fees**”) and any other applicable fees.
2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Timbuktu will charge applicable Fees to any valid payment method that you authorize (“**Authorized Payment Method**”), and will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.
3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a “**Billing Date**”). Transaction Fees and Additional Fees will be charged from time to time at Timbuktu’s discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Owner via the Primary Email Address provided. As well, an invoice will appear on the Account page of your Store’s administrative console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

## Limitation of Liability and Indemnification

1. You expressly understand and agree that, to the extent permitted by applicable laws, Timbuktu and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Timbuktu partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference (including the AUP); (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your Customer, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws (including but not limited to Federal and State consumer protection laws), or your breach of the Terms of Service.
3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
5. Timbuktu does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. Timbuktu does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

7. Timbuktu is not responsible for any of your tax obligations or liabilities related to the use of Shopify's Services.
8. Timbuktu does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

## Intellectual Property and Your Materials

1. We do not claim ownership of the Materials you provide to Timbuktu; however, we do require a license to those Materials. You grant Timbuktu a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this license to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. You represent, warrant, and agree that you have all necessary rights in the Materials to grant this license. You irrevocably waive any and all moral rights you may have in the Materials in favour of Timbuktu and agree that this waiver may be invoked by anyone who obtains rights in the materials through Timbuktu, including anyone to whom Timbuktu may transfer or grant (including by way of license or sublicense) any rights in the Materials.
2. If you owned the Materials before providing them to Timbuktu then, despite uploading them to your Timbuktu Store they remain yours, subject to any rights or licenses granted in the Terms of Service or elsewhere. You can remove your Timbuktu Store at any time by deleting your Account. Removing your Timbuktu Store does not terminate any rights or licenses granted to the Materials that Shopify requires to exercise any rights or perform any obligations that arose during the Term.
3. You agree that Timbuktu can, at any time, review and delete any or all of the Materials submitted to the Services, although Timbuktu is not obligated to do so.
4. You grant Timbuktu a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks and logos associated with your Store ("**Your Trademarks**") to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. This license will survive any termination of the Terms of Service solely to the extent that Timbuktu requires the license to exercise any rights or perform any obligations that arose during the Term.

## Term and Termination

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the



**“Term”**).

2. You may cancel your Account and terminate the Terms of Service at any time by contacting Timbuktu Support and following the specific instructions indicated to you in Timbuktu’s response.
3. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.

## Modifications

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, providing notice through the Timbuktu administrative console, or by similar means. However, Timbuktu may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; or (ii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.
2. Timbuktu may change the Fees for the Services from time-to-time. We will provide you with 30 days advanced notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the Timbuktu administrative console, or by similar means. Timbuktu will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

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