



Terms & Conditions of Use (“Terms”)

PILnet’s Global Clearinghouse

Please read these terms and conditions carefully before using the Service.

Description of Service

The Global Clearinghouse (the “**Service**”) is a platform designed and managed by PILnet (“**we,**” “**us,**” and “**our**”) to assist civil society organizations (“**CSOs**”), groups, or social enterprises, collectively referred to as “**user**” or “**users,**” in obtaining free legal assistance from pro bono providers worldwide. PILnet collaborates with CSOs to identify their legal needs and connects them with qualified pro bono lawyers who have the relevant skills and expertise.

Your use of the Service is subject to these Terms. By submitting a request and continuing to use the Service, you agree to be bound by these Terms.

Your Role and Responsibilities

1. By using the Service, you guarantee that:

- a. You will provide accurate, complete, and valid information at all times when using the Service, including before we connect you with a pro bono provider;
- b. You have the legal right, power, and authority to represent the user in the request for and use of the Service and to perform actions (such as providing information, uploading content, and binding yourself and the user to these Terms); and
- c. You will comply with all applicable laws and regulatory requirements relating to the use of the Service.

2. You may not under any circumstances:

- a. Use the Service for any unlawful purpose or in violation of these Terms;
- b. Use any of the information and materials obtained from the Service for any commercial purposes, unless as part of a social enterprise where clearly stipulated and where a significant and material percentage of the social enterprise’s profits is invested into the public-purpose mission of the social enterprise;
- c. Use any benefit of the Service to individuals or entities subject to sanctions;
- d. Modify, edit, or adapt the intake forms of the Service, or create new versions, translations, or adaptations of it;
- e. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs or code;
- f. Access or use the Service to monitor availability, performance, or functionality for competitive purposes; or



- g. Upload or make available to us any information or content that (i) might violate someone else's intellectual property rights, or any publicity or privacy rights law or regulation; (ii) is defamatory, harmful to minors, or materially false, misleading, or inaccurate; or (iii) brings us into possible or actual disrepute.

Exclusion of Liability

3. PILnet does not provide legal advice. The Service is provided for informational purposes only and should not be taken as legal or other professional advice from a qualified advisor.
4. To the maximum extent permitted by applicable law, PILnet and our staff members are not responsible for any losses related to using the Service.
5. While the Service endeavors to connect users with qualified lawyers, it does not guarantee the outcome or success of any legal assistance provided through the Service. If we connect a user with a pro bono provider, the legal assistance will depend on an independent agreement between the user and the provider. We won't oversee the terms of these separate agreements or review any advice or information given by a pro bono provider to users.

Sanctions Compliance

6. Users of the Service must comply with all applicable sanctions laws and regulations, including those imposed by the United Nations, the United States, the European Union, and other relevant authorities. PILnet does not provide the Service or any other support to individuals or entities subject to sanctions.

Data Privacy and Security

7. By accessing and using the Service, users agree that PILnet can collect, use, and disclose any personal data you provide to us, in accordance with our Privacy Policy, as may be updated and/or amended by us from time to time.
8. PILnet is committed to processing your personal data based on the internationally recognized principles of lawfulness, fairness, and transparency. We collect personal data only for specific, explicit, and legitimate purposes. For more information on data privacy, please see PILnet's [Private Policy](#).

General

9. These Terms contain the whole agreement between the user and PILnet relating to the matters dealt with herein.
10. If any provision (or part of any provision) of these Terms is invalid or unenforceable, the validity or enforceability of the remaining provisions (or parts thereof) shall not be



affected and the other provisions (or parts thereof) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted.

Amendments

11. We may, at any time without notice to you, make amendments to these Terms as we may at our discretion deem fit from time to time. If you continue to use the Service, such use shall indicate: (i) acknowledgement by you of these Terms and their amendments; and (ii) agreement by you to abide and be bound by these Terms and their amendments.

Governing Law and Jurisdiction

12. These Terms shall be governed by and construed in accordance with the laws of the State of New York, United States. You hereby agree that any dispute arising out of or relating to these Terms must be determined by the parties entering into mediation in good faith to settle such dispute.

Last updated: April 11, 2024