WEBSITE TERMS OF USE

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1. Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you agree to use this website (the “Site”). Please read the Agreement carefully. The Site contains various information relating to The National Association for the Education of Homeless Children and Youth (“NAEHCY” or “We”) in the form of text, graphics, images, videos, news, data, articles, newsletters, blogs, curriculum, reports, workshop materials, and other materials (“Content”).

By accessing, browsing, and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the terms of the Agreement (and thus do not agree to be bound by the Agreement), do not use the Site.

We reserve the right to amend this Agreement at any time by posting the amended terms on the Site and changing the “last updated” date.

2. Use of Site and Content

You acknowledge that copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights of NAEHCY and other parties protect the Content. For any Content that We own, you acknowledge that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You shall not claim ownership over any Content by reason of your use of or any right to use the Site or create or change the status of any lien or other security interest or legal rights. You may not modify, redistribute, sell, or modify any Content, in whole or in part, without NAEHCY’s express written permission. You may view, print, store, archive, and use the Content on the Site (without alteration, website framing, or redaction) solely for your personal, noncommercial use, or for the benefit of NAEHCY. We reserve all other uses of the Site.

You will use the Content and the Site for only lawful purposes. You are prohibited from using the Content or the Site to (i) harm or threaten to harm any person or organization; (ii) damage or threaten to damage any network, system, computer, or physical or intangible property; or (iii) perform or threaten to perform any malicious or unethical activity, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation.

3. Third-Party Websites
The Site may provide links to various third-party websites ("Third-Party Sites") for specific purposes, including but not limited to making donations, joining or scheduling activities, viewing third party content, creating a social media account, or obtaining additional resources in support of or relating to NAEHCY’s mission. While We strive to provide accurate and quality information, We do not endorse any content in a Third-Party Site. We also are not responsible for the content of any Third-Party Site, nor do We make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any Third-Party Sites, and We shall have no liability of any nature whatsoever in relation to any of the foregoing. When you visit Third-Party Sites, you do so at your own risk. Please take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs.

Your use of a Third-Party Site, and the collection and use of your personal information at such site, will be governed by the Third-Party Site’s terms of use and/or privacy policy, and not by this Agreement or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to that site’s administrator or webmaster.

4. Disclaimer of Warranty

The Content provided on the Site is provided as a service to members of the public. Information presented on the Site is provided for informational and entertainment purposes only. No information presented on the Site constitutes legal, financial, or medical advice, nor does it create an attorney-client, doctor-patient, fiduciary, or counseling relationship between NAEHCY and you or any other party. You acknowledge and agree that the Site and the Content therein are provided on an “as is” and “as available” basis. None of NAEHCY’s officers, directors, employees, agents, volunteers, contributors, or licensees (collectively the “Site Parties”) guarantees the accuracy, completeness, or usefulness of any of the Content. There are no third-party beneficiaries to this agreement.

None of the Site Parties warrants that the Site will be uninterrupted or error-free or that the Site, its server, or any files available for downloading through the Site are free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality and performance of the Site and the accuracy or completeness of the Content is assumed solely by you.

None of the Site Parties makes any, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, regarding the Site or any Content, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and non-infringement of third-party rights. Without limiting the generality of the foregoing, all of the Site Parties disclaim any warranties with respect to any results that may be obtained from the use of the Site.

5. Limitation of Liability
Under no circumstances will NAEHCY or any Site Parties be liable for any loss or damage caused by your reliance on information obtained through the Content on the Site, including without limitation any loss or damage caused by your reliance on information obtained from Third-Party Sites to which this Site is linked. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information or Content available through the Site.

In no event shall NAEHCY or any Site Parties be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating to the Content or this Agreement, whether based on warranty, contract, tort, or any other legal theory.

In those jurisdictions that do not allow the exclusion or limitation of liability for negligence, consequential, or incidental damages, the liability of NAEHCY and any Site Parties is limited to the greatest extent permitted under that jurisdiction’s applicable law.

Your sole and exclusive remedy for dissatisfaction with the Site or any of the Content is to stop using the Site.

6. Termination

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability.

7. User Must Comply With Applicable Laws

We make no claims concerning whether the Site or Content may be viewed, printed, archived, downloaded, or used outside of the United States or otherwise outside of our intended service area. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8. Miscellaneous

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement.

If we fail to enforce strict performance of any provision of the Agreement, such failure will not constitute a waiver of our right to subsequently enforce such provision or any other provision of
the Agreement. Neither the course of conduct between you and NAEHCY nor trade practice shall act to modify any provision of the Agreement.

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, Site, or the Agreement must be brought in the federal or state courts located in Atlanta, Georgia, or the county in which We primarily operate, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site, or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or else such cause of action is barred.

Additional written terms and conditions posted on the Site or executed in writing, including but not limited to, a Privacy Policy, govern the use of the Site and the Content and supersede any oral or other communication between the you and NAEHCY or any Site Party concerning the Site and Content.