Terms and Conditions

Last updated: 2022-01-1506 09:38:08

Please read this Terms of Service ("Terms," "Terms of Service") carefully before using the https://cadencecaresfoundation.org Website (the "Website") operated by Cadence Cares Foundation, Inc., (sometimes referred herein as "us," "we," "our") as this Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Website.

By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have our permission to access or use the Website.

Prohibited uses

You agree that you will use this Website in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a non-exhaustive list of prohibited uses of this Website. You agree that you will not perform any of the following prohibited uses:

- 1. Impersonating or attempting to impersonate Cadence Cares Foundation or its employees, representatives, subsidiaries or divisions;
- 2. Misrepresenting your identity or affiliation with any person or entity;
- 3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;
- 4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Website, or which, as determined in our sole discretion, may harm us or the users of this Website or expose us or other users to liability;

- 5. Using the Website in any manner that could disable, overburden, damage or impair the Website or interfere with another party's use of the Website;
- 6. Using any manual process or means to monitor or copy any of the material on this Website or for any other unauthorized purpose;
- 7. Using any device, software, means or routine that interferes with the proper working of the Website, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
- 8. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website;
- 9. Attempting to attack or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack;
- 10. Otherwise attempting to interfere with the proper working of the Website;
- 11. Using the Website in any way that violates any applicable federal, state or local laws, rules or regulations.

NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Availability, Errors and Inaccuracies

We assume no liability for availability, errors, or inaccuracies in the information provided on this Website. We may experience delays in updating information on the Website and in our advertising on other websites. The information, products, and services found on the Website may contain errors or inaccuracies or may not be complete or current. Services may be incorrectly priced, described inaccurately, or unavailable on the Website, and we cannot guarantee the accuracy or completeness of any information found on the Website. We expressly reserve the right to correct any pricing errors on our Website.

We make no representations about the suitability of the information, products, and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by us. We disclaim all warranties and conditions that this Website, its servers, or any email sent from us are free of viruses or other harmful components.

DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL CADENCE CARES FOUNDATION BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE UPON OPINIONS OR INFORMATION APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES OR OTHERWISE, EVEN IF CADENCE CARES FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN YOU AND US. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF CADENCE CARES FOUNDATION.

Links to Third-Party Sites

This Website may contain hyperlinks to websites operated by parties other than us. We provide such hyperlinks for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Intellectual Property

All contents of this Website are ©2021 Cadence Cares Foundation. All rights reserved. You acknowledge that this Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of Cadence Cares or any other party (each a "Contributor") who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use this Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. Cadence Cares authorizes you to view and use the Content on this Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without Cadence Cares" prior written approval.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to <u>info@cadencecaresfoundation.org</u>, cc to James Calvo, info@jamescalvolaw.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims".

You may be held accountable for damages (including costs and attorneys' fees) for any misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Website on your copyright.

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. To report that your intellectual property rights have been infringed upon, please email us at info@cadencecaresfoundation.org and include the following information:

- 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 3. your address, telephone number, and email address;
- 4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

Governing Law, Severability, Dispute Resolution, and Venue

These Terms shall be governed and construed in accordance with the laws Illinois without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Website, and supersede and replace any prior agreements we might have had between us regarding the Website.

Any controversy or claim arising out of or relating to these Terms and Conditions including, without limitation, the interpretation or breach thereof, shall be resolved in a court of competent jurisdiction in Illinois.

Changes

We reserve the right to amend this policy at any time without any prior notice.

Questions

If you have any questions about our Terms and Conditions, please contact us at info@cadencecarefoundation.org.