

Terms of Use

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Effective Date

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Your Consent

Please take a few minutes to review these Terms of Use before using this Site. By using this Site you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use this Site.

Our Privacy Policy

Our Privacy Policy describes the personal information we collect when you and others use this Site, for example, by signing up to volunteer or completing the Contact Us form. It also describes how we use the personal information you share with us and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Use. By agreeing to these Terms of Use, you are also consenting to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy. Please review our Privacy Policy before using this Site.

These Terms of Use May Change

We are continually improving and adding to the features and functionality of this Site and the services we offer through this Site. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use. Accordingly, we reserve the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use behind the link marked “Terms of Use” at the bottom of each page of this Site. Your continued use of this Site after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use. If at any time you choose not to accept these Terms of Use, you should not use this Site.

You may access the current version of these Terms of Use at any time by clicking the link marked “Terms of Use” at the bottom of each page of this Site.

Other Agreements

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”

Your Obligations

In consideration of your use of this Site, you agree that to the extent you provide personal information to TCR, it will be true, accurate, current, and complete and that you will update all personal information as necessary.

To the extent you create an account through this Site, you understand and agree that any account you create, including your username and password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password by you or by anyone else using your username and password, whether or not authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You also agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password by contacting us using the information provided below. Until we are so notified you will remain liable for any unauthorized use of your account.

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Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by TCR of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal court in the City of Minneapolis and County of Hennepin, Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

Indemnity

You agree to indemnify and hold TCR, its subsidiaries, franchises and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

Entire Agreement

These Terms of Use (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and TCR with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and TCR with respect to this Site and your use of this Site.

Definitions

The term “Content” refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site, including Feedback.

The terms “TCR,” “we,” “us,” and “our” refer to Twin Cities R!SE.

The term “Feedback” refers to all of the text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

The term “including” means “including, but not limited to.”

The term “Site” refers to any platform owned by TCR on which these Terms of Use are posted, including our website at <http://www.twincitiesrise.org>.

Questions

If you have any questions about this Site or these Terms of Use, please contact us using the following information:

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