

Terms of Use

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2. Use of the Website. The following terms & conditions ("Terms of Use" or "Agreement") govern your use of the website www.futureindesign.org. If you do not agree to any of the Terms of Use herein, you may not use the website. Your access to and use of the website and any FIND Site found thereon, are conditioned on your acceptance of, compliance with, and agreement to be bound by, these Terms of Use, without limitation or qualification.

3. Third-Party Links. From time to time, we may provide links on the Site that will allow you to connect with websites of third-parties that are not under our control. We are providing these links only as a convenience to you and consequently, we assume no liability in this or any other regard. Further, there may be times while on the Site that you could be directed to websites that are beyond our control. This includes links from other organizations that may use our logo(s) as part of an agreement with us. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. We assume no liability for these other sites as well.

4. General Use Rules. You agree to abide by the Rules governing usage of the Site.

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- any material or content that contravenes any laws of the state of Utah which relate specifically to racial and religious harmony, or is calculated to deliberately, mischievously, recklessly or otherwise offend against the spirit and intent of such laws;
- any material or content that may be construed as being mischievous, unduly aggressive, subversive or promoting or denigrating any political cause or grouping;
- any harassing, slanderous, libelous or derogatory information or content;
- any advertisements for products or Site, "junk mail", spam, chain mail, pyramid schemes, or other form of commercial or illegal solicitation.
- any obscene, racist, vulgar, discourteous, indecent or sexually explicit language or images, onto any of the Site, including all upload channels provided by us;

You shall not:

- harm, or attempt to harm, lure or deceive minors in any way, intentional or otherwise;
- create or use a false identity for the purpose of misleading others;
- collect or store personal data about other users;

- interfere with, or disrupt, the operation of the Site, related services, or servers or networks connected to, or used in connection with the operation of the Site.
- disobey any requirements, procedures, policies or regulations established by the owners or operators of any networks, hardware, or software connected to, or used in connection with the operation of the Site, or any requirement that we post on the Site;
- attempt to restrict another user from using or enjoying the Site nor encourage or facilitate violations of these Terms of Use or any other policy of ours;
- post or disclose phone numbers, addresses, Social Security numbers, or any other private information, relating to any other person or entity (e.g. brands, organizations, etc.).

You are responsible for your use of the Site and for any consequences thereof. We may not monitor or control the Content posted via the Site and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Site or obtained by you through the Site is at your own risk.

You are responsible for safeguarding and regularly changing (prompted or not) any password that you use to access information on the Site and for any activities or actions under your password.

We shall not be liable for any loss or damage from your failure to comply with safety and security recommendations.

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any breach by you of these Terms of Use;
any unauthorized use by you of any Information, Content, Materials, our Site, or any part of the Site;
your use of our Site and/or any part of the Site; and
all activities relating to, or conducted under, your Passwords and/or Your Accounts.

You shall use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim against you or use that is subject to indemnification by you.

You agree that in the event of any unauthorized use of our Site, any Information, Content, Materials, and/or any part of the Site, we shall be entitled to obtain an injunction proscribing such unauthorized use, without the necessity to post bond, and in addition to any other remedies available at law or in equity.

19. Termination. We may terminate your access to our Site, and/or any part of the Site, at any time in our sole discretion, and we reserve the right at any time to discontinue the operation of any of our Sites, and/or the provision of any part of the Site. We may immediately terminate your right to access and/or use any of our Site and/or the Site, without notice, if, in our sole discretion, you fail to comply with any provision of these Terms of Use.

20. Jurisdiction & Venue. The Site Terms of Use shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah. You agree that any action at law or in equity, and/or any claim arising out of or relating to these Terms of Use, our Site, the Site, and/or your access, and/or use, of any of our Site or the Site, shall be filed and litigated only in the State of Utah in an appropriate venue. You hereby consent and submit to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action or claim.

21. Amendments. These Terms of Use, as may be amended by us from time to time, constitute our entire agreement with respect to your use of any of our the Site. These Terms of Use supersede all prior agreements, understandings and representations between us with respect to your use of the Site and the Site. You cannot amend or alter the terms of these Terms of Use. The sections and sub-sections of "Ownership of Intellectual Property of This Site and Materials", "Disclaimers", "No warranties", "Limitation of Liability", "Indemnity" and "General Provisions" will survive any actual or purported termination or expiry of these Terms and shall continue in full force and effect without limitation in time.

22. Severability. If any provision of these Terms of Use is finally found by a court of competent jurisdiction to be void, invalid, unenforceable or otherwise contrary to law or equity, the remaining provisions of these Terms of Use that can be given effect without such void or unenforceable term or provision, shall be given full effect and be binding on the parties. Our failure to enforce strict performance of any provision of these Terms of Use, or to penalize any violation by of these Terms of Use, or to penalize you for any further violations of any provision of these Terms of Use, shall not be construed as a waiver of these rights.

23. Force Majeure. We shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond our reasonable

control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

24. Complete Agreement. These Terms of Use represent the complete agreement concerning the subject matter hereof between the parties and supersedes all prior and contemporaneous agreements and understandings between you and us, whether written or oral.

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