

HealthyHOI Website Terms of Use

Introduction

Thank you for your interest in the HOPE Network and HealthyHOI.com (“Program”). The following terms and conditions (“Terms of Use”) apply to your use of the HealthyHOI.com website (including all content, information and functionality available through the HealthyHOI.com domain name, hereinafter referred to as the “Website”). When you use or access the Website, you agree to be bound by all of the Terms of Use set forth below.

Please read these Terms of Use carefully as they contain important information related to your legal rights, remedies and obligations in connection with your use of the Website. Please do not visit or use the Website if you do not agree to be bound by these Terms of Use and the Privacy Policy.

Modifications to the Terms of Use

The provider of the Website reserves the right to modify or change these Terms of Use without notice. Your use of the Website is subject to the most current version of the Terms of Use posted on the Website at the time of your use. The provider of the Website will attempt to notify users whenever it modifies or changes the Website Terms of Use; however, the provider recommends that you review the most up-to-date version of the Terms of Use and Privacy Policy periodically.

Use of Website Materials

The Website provider owns and/or licenses all content and other materials on the Website, including but not limited to all text, designs, logos, graphics, pictures, information, data, software, routines, documentation, technology, sound files, other files and the selection and arrangement thereof (collectively “Materials”). The Materials are copyrighted and/or trademarked, and any unauthorized use of the Materials may violate copyright, trademark and/or other laws.

You may view, access, download or print hard copies of the Materials for your personal, educational and non-commercial use only. You may not change the Materials in any way or reproduce, publicly display, distribute or otherwise use them for any public or commercial purpose. Any use of the Materials for any purpose not specifically identified or authorized in these Terms of Use or expressly permitted by the Website provider is strictly prohibited.

Digital Millennium Copyright Act

Any copyright owner or its agent that believes that any Content or other material on the Website infringes upon its copyright(s) should give written notice to the Website provider’s authorized agent, listed below in accordance with the Digital Millennium Copyright Act

("DMCA"). The notice to the Website provider shall contain the following information:

A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;

Identification of the copyrighted work claimed to have been infringed, or a representative list of such works at a single online site;

Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit the Website provider to locate the material;

The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;

A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and

A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Written submissions of alleged infringements may be sent to the Website provider's designated Copyright Agent via email at fdisney@familycore.org. A notice may not be valid if it fails to comply with all of the above-listed requirements.

Trademarks

HealthyHOI.com and HOPE Network trademarks, logos, and service marks (collectively the "Trademarks") displayed on the HealthyHOI.com websites, including, but not limited to HealthyHOI.com, are registered trademarks of the Website provider. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the written permission of the Website provider or such third party that may own other trademarks displayed on the Website. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, is strictly prohibited. You are also advised that the Website provider will aggressively enforce its intellectual property rights to the fullest extent of the law.

Eligibility

Some tool kits contain materials, resources, and links that are intended for use by individuals that are age 18 and older. Such materials, resources, and links could include but would not be limited to issues of sexuality, violence, and drug use. In order to use the Website, you must be 18 years of age or older, an emancipated minor, or possess legal parental and/or guardian consent, and capable of entering into the terms and conditions set forth in the Terms of Use and Privacy Policy. If you are not 18 years of age or older, you must be over the

age of 13 to access the Website. The Website is not intended for use by persons under the age of 13. Please do not use the Website if you are under 13 years of age.

Accuracy of Information

The Website provider believes that all of the information that appears on the Website, and in any e-mail or other alerts provided in connection with the Website, is accurate. However, the Website provider does not guarantee such accuracy. The Website provider recommends that you independently verify all information prior to making any educational or educational financing decisions.

Hyperlinks

Any links to other websites are provided solely as a convenience to you. The Website provider does not endorse such sites and is not responsible for their content. If you decide to access any of the sites linked to from the Website, you do so entirely at your own risk.

Disclaimers and Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE FUNCTIONS OF THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE."

IN PARTICULAR, THE WEBSITE PROVIDER, ITS SUBSIDIARIES, AGENTS, AFFILIATES AND/OR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS;
- (B) YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR
- (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE WEBSITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE PROVIDER OR THROUGH OR FROM THE FUNCTIONS OF THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE AGREEMENT.

THE WEBSITE PROVIDER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE WEBSITE PROVIDER, ITS SUBSIDIARIES, AGENTS, AFFILIATES AND/OR LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH THE WEBSITE PROVIDER MAY MAKE TO THE WEBSITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE (OR ANY FEATURES WITHIN THE WEBSITE);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE WEBSITE; OR

(III) YOUR FAILURE TO PROVIDE THE WEBSITE PROVIDER WITH ACCURATE INFORMATION.

THE LIMITATIONS ON THE WEBSITE PROVIDER'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT THE PROVIDER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

NOTHING IN THE TERMS OF USE SHALL EXCLUDE OR LIMIT THE WEBSITE PROVIDER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE WEBSITE PROVIDER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Applicable Laws

You acknowledge and agree that the Terms of Use shall be governed by the laws of the State of Illinois and consent to jurisdiction in Illinois without regard to any conflict of law or choice of law principles with respect to any claim or dispute between you and the Website provider. You acknowledge and agree that any claim or dispute between you and the Website provider that arises in whole or in part from your use of the Website shall be decided exclusively by a court of competent jurisdiction located in Peoria, Illinois.

Indemnification

You agree to indemnify, defend and hold harmless the Website provider, its subsidiaries, agents, affiliates and/or licensors against any claim, liability, expense or damages arising from or relating to your use of the Website. Your obligation to defend and indemnify the Website provider survives the term of the Terms of Use and your use of the Website.

Severability

The various provisions contained within the Terms of Use agreement are separate and independent, and should any term be declared unlawful, invalid or unenforceable for any reason by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect.

Entire Agreement

The Terms of Use agreement shall constitute the entire agreement between you and the Website provider with respect to the Website. The Terms of Use agreement shall be binding on the parties and their respective successors and assigns.

Questions and Contact Information

If you have any questions or comments related to the Website, please contact us through our Contact page.