

# **TERMS OF SERVICE**

---

## **Acceptance of the Terms and Conditions**

This Terms of Service Agreement ("Agreement") provides the terms and conditions for use of this website ("Site"). Please read this Agreement in its entirety.

This Site contains information relating to **The CREW Urban Youth Equestrians** ("Organization") and its charitable cause(s) in the form of text, graphics, and other materials ("Content"). By accessing or using any part of this Site, you acknowledge that you have read and understood this Agreement in its entirety, and you agree to be legally bound by this Agreement. If you do not agree to be bound by this Agreement, please exit and refrain from using this Site.

## **General User Warranties**

By accessing this Site, you represent and warrant that you have the authority and legal capacity to enter into this agreement. You acknowledge and represent that your decision to use this Site does not violate any applicable laws, regulations, or ordinances. Should you submit any information via this Site, you agree to supply truthful and accurate information to Organization and will not misrepresent yourself through your use of this Site.

## **Restrictions on Use of Materials**

You acknowledge that this Site contains Content that is the property of Organization. You acknowledge that the Content is protected by copyrights, trademarks, service marks, or other similar proprietary rights, and that your use of this website will not alter or infringe on these proprietary rights.

You agree to comply with all copyright and trademark laws, and you will not assert any rights to or encumber any interest in the Content. You may not modify, transmit, or sell the Content, nor will you create derivative works based on any Content.

Printed copies of the Content may be made by you, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, such as proprietary rights notices. You will not electronically store any significant portion of the Content.

You are authorized to view and use the Content on this Site solely for your personal, non-commercial use. The use of the Content on any other site in any manner is prohibited without Organization's prior written approval.

## **TERMS OF SERVICE**

---

### **Copyright Complaints**

Any claims of infringement under the Digital Millennium Copyright Act or other intellectual property laws should be directed to **The CREW Urban Youth Equestrians**.

### **Use of Personal Information**

By visiting this Site, you acknowledge that personal information may be collected and used by Organization. The collection and use of information is governed by Organization's Privacy Policy contained on this Site.

### **Disclaimer of Warranties**

The Site and its information and services are provided on an "as is" and "as available" basis. Organization hereby disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Organization does not make any warranty that the Site will be free of errors or that access to the Site will be continuous or uninterrupted.

### **Limitation of Liability**

Under no circumstances will Organization be liable for any loss or damage caused by your reliance on information contained within the Content of this Site. You acknowledge that it is your responsibility to determine the accuracy, completeness, or usefulness of the Content of this Site.

Organization will not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating to the Content of the Site, services provided by the Site, or this Agreement, whether based on warranty, contract, tort, or any other legal theories.

Should you determine that you are dissatisfied with this Site, its Content, or its services, you acknowledge that your sole and exclusive remedy is to refrain from using the Site.

### **Indemnification**

## **TERMS OF SERVICE**

---

You agree to indemnify and hold harmless Organization and its directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

### **Severability Clause**

In the event that any portion of this Agreement is deemed to be invalid or unenforceable, the invalid or unenforceable portion will be construed in accordance with any applicable laws as nearly as possible so as to reflect the original intent of the parties, and the remainder of this Agreement will remain in full force and effect. The paragraph headings of this Agreement are provided only for reference and will have no effect on the construction or interpretation of this Agreement.

### **Entire Agreement**

This Agreement contains the entire contractual agreement of the parties for this Site. This Agreement supersedes all existing agreements and all other oral, written, or other communication between the parties. This Agreement may not be modified by oral statements or any actions of the parties.

### **Termination or Modification**

Organization reserves the right, in its sole discretion, to modify, suspend, or terminate this Agreement at any time and for any reason without prior notice or liability. Organization also reserves the right to change, suspend, or discontinue all or any part of this Site or the Content at any time without prior notice or liability. Any modification or termination of this Agreement will be published in writing by Organization on its Site.

### **Governing Law**

The Agreement will be governed by and construed in accordance with the laws of **Minnesota**. Any action relating to the Content, Site or this Agreement must be brought in the federal or state courts located in that state, and you hereby irrevocably consent to the jurisdiction of such courts.

### **Miscellaneous**

## TERMS OF SERVICE

---

You agree to use the Site and its Content only for lawful purposes. You are prohibited from any use of the Site and its Content that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable laws or regulations.

Failure to enforce or otherwise ensure your strict adherence to any provision of this Agreement will not constitute a waiver of Organization's right to enforce the provisions of this Agreement.