TERMS AND CONDITIONS OF USE

Effective Date: March 19, 2018
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Welcome! By accessing or using our website located at https://www.ywcabergencounty.org/ywca/index.php or http://www.ywcabergencounty.org/healingspace or the “YWCA Bergen County healingSPACE” mobile application available on the Google Play and iTunes stores (known collectively as the “Application”), you indicate that you have read and understand this Terms and Conditions of Use Agreement (the “Terms of Use”), which incorporates by reference our Privacy Policy, located at https://www.ywcabergencounty.org/ywca/privacy-policy.php and agree to be bound by it in its entirety. If you do not understand or have questions about the Terms of Use, immediately stop all use of the Application and contact us at healingspace@ywcabergencounty.org.

It is your obligation to review the Terms of Use before making using the services available on the Application. Any changes to the Terms of Use will be effective immediately upon our posting them to the Application, unless otherwise stated. We reserve the right to change the contents of the Application at any time, with or without notice. The Terms of Use apply only to the Application and do not apply to any websites, even those controlled by us, that are linked to the Application. For access to the terms and conditions or privacy policies of linked websites, you should refer to the policies of those websites.

I. Definitions

The Terms of Use employ the following definitions:

“Affiliates” means companies and divisions under the ownership of the Company or that own the Company.

“Company” means YWCA BERGEN COUNTY, the owner and operator of the Application.

“Content” includes all Text, Graphics, design and Programming used on the Application.

“Graphics” includes all logos, buttons, and other graphical elements on the Application, including the color combinations and the page layout of the Application, with the exception of trademarks and intellectual property belonging to third parties.

“Programming” includes both client-side code (including HTML, CSS, and JavaScript) and server-side code (including compiled or interpreted code in any computer language, Active Server Pages, VBScript, databases, etc.) used on the Application.

“Text” includes all text on every page of the Application, whether editorial, navigational, or instructional.

“You” or “your” (whether or not capitalized) refers to the person and entity, as appropriate, accessing the Application and agreeing to this Terms of Use.
II. Use Of This Application

This Application is an information platform intended to facilitate communication, learning, and hotline support, as well as to provide access to other informational materials for certain issues impacting the lives of individuals, survivors, and their families. A limited license is granted to you by us to view, download, and use a single copy of the Application solely for your personal, non-commercial use and only as an aid to participating on the Application. The Application may only be used in a manner consistent with this purpose, and only within the context of the services and information set forth on the Application. Except as provided in this Terms of Use, you are not permitted to download (other than page caching), copy, or change any portion of the Application, unless you have our express written consent.

We attempt to ensure that information on the Application is complete, accurate and current. Despite our efforts, the information on this Application may occasionally be inaccurate, incomplete, or out of date, and we make no representation or promise to you about the completeness, accuracy, or timeliness of any information on the Application.

Account Registration

Certain functions of the Application may require registration. You may only create and use an account for your personal use. If you would like to participate as a company, please contact us at healingspace@wcbabergencounty.org. If you register or provide information to us in any manner, you agree to provide only true, accurate, current and complete information. You are responsible for maintaining the security of your account, and you are fully responsible for all activities and actions that occur in connection with the account. If we issue a username and/or password to you, you agree to protect that information by, among other things, keeping your password and other information confidential. If, in spite of the foregoing obligation, you allow another party to use your account, you accept that you will be responsible for all use of the Application and all other activities performed by the party using your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security as soon as you become aware of or suspect it. We will not be liable for your acts or omissions, including but any damages of any kind incurred as a result of those acts or omissions. If you delete your account, we may still need to retain certain information for record keeping, administrative, legal, and technical purposes. By registering for an account, you grant us permission to send emails, surveys, offers, and other marketing material to you via email, including both commercial content and transactional/relationship content. You may unsubscribe at any time.

III. Restrictions on Use of the Application

The information displayed on the Application may not be used for any purpose except in connection with your direct use of the Application as permitted by this Terms of Use, and may not be excerpted, summarized, duplicated or otherwise removed from the Application except with our explicit, written permission. You may not collect or use any portion of the content of this Application in any derivative way, or download, or copy information or other matter for use of any other party. You may not gather information and data on the Application from data mining, robots, spiders, or other extraction tools.

In addition, you agree that you will not use (or plan, encourage or help others to use) the Application for any purpose or in any manner that is prohibited by this Terms of Use or by applicable law. You also may not interfere with the proper operation of the Application including by attacking, hacking into, or otherwise attempting to penetrate any non-publicly accessible elements of the Application or its servers or network, through the use of bots, Trojan Horses, viruses, DNS attacks, or any other technology that is designed or intended to interfere with the proper operation of the Application or the use of the Application by any user. You agree that you will not circumvent or attempt to circumvent any security or access control technology implemented on the Application, or the servers and network associated with the Application. Any such unauthorized use by you or on your behalf automatically terminates the permission or license granted by us. In addition, you agree not to use this Application to do any of the following:

- Email or transmit content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another’s privacy, or otherwise unlawful;
• Harm or exploit children;
• Advocate illegal activity or an intention to commit an illegal act;
• Impersonate or misrepresent your connection to any other entity or person or otherwise manipulate identifiers to disguise the origin of the content;
• Email or transmit content that constitutes a pyramid, network marketing, Ponzi, or similar scheme;
• Email or transmit content that infringes on the intellectual property rights of any entity or person;
• Advertise or otherwise engage in any commercial endeavor without our explicit, advance written permission;
• Violate any applicable local, state, national or international law;
• Email or transmit material that includes or links to viruses, worms, or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications; or
• Disrupt the normal flow of communications or affect the ability of any user to use this Application.

IV. Termination of Access

Use of this Application is a not a legal right. We reserve the right to suspend or terminate your access to the Application for any reason at any time, in our sole discretion without considering the potential ramifications on you and your activities. The Application and its contents are not intended for the use of children under the age of 13. Children under the age of 13 may not use or submit any information to the Application. Individuals under the age of 18 may only access the Application under the supervision of a parent or legal guardian who is at least 18 years of age, and who agrees to be bound by, and responsible for, action taken on the Application. These restrictions are based on applicable law for the benefit of such children.

V. Information You Provide to Us Via this Application

If you choose to provide any personal information via this Application, the information will be used only for the purposes described in our Privacy Policy. Additionally, we may collect or share certain information based on your usage of the Application, as described in our Privacy Policy.

To facilitate communications between you and us, this Application offers you the ability to contact us. Although we strive to protect and secure our online communications, and use the security measures detailed in our Privacy Policy to protect your information, please note that no data transmitted over the Internet can be guaranteed to be completely secure and no security measures are perfect or impenetrable. You agree that we will have no liability to you whatsoever for any unaccepted or unprocessed email instructions or requests, or for any loss or damage arising out of any unauthorized use by third parties of any information that you send by email. If you would like to transmit sensitive information to us, please contact us, without including the sensitive information, to arrange a more secure means of communication.

Limitations on Information Submitted

We do not seek proprietary information or trade secrets directly on the Application. Except as set forth in the Privacy Policy, any information, materials, suggestions, ideas or comments you send to us (each, a “Submission”) are deemed non-confidential, and by providing a Submission it, you are granting us an irrevocable and unrestricted worldwide license to use, modify, reproduce, adapt, transmit, sell, license and sublicense, create derivative works from, publicly display, perform and distribute the Submission for any purpose whatsoever (commercial or otherwise), in any form, media or technology, whether now known or
hereafter developed, alone or as part of other works, with no payment or other compensation to you, subject to the Privacy Policy. You further grant us the right to use your Submissions and any ideas, concepts or know-how contained in the Submission for any purpose, including developing, providing, and marketing services. However, we will not use your name unless it is required by law to identify the source of the materials, information, suggestions, ideas, or comments, or unless your permission is first obtained. We reserve the right, in our sole discretion, to edit any Submission and to choose to include or not include a Submission, in whole or in part, on the Application. However, we will not intentionally edit your Submission in such a way that it misrepresents your original Submission.

Each Submission to us, through the Application or otherwise, is subject to the following guidelines and restrictions:

- It may not contain URLs or links to any other websites;
- It may not contain copyrighted material (unless you own the copyright or have the owner’s permission to post the copyrighted material and provide proper attribution to the copyright owner, or it is a commonly accepted legally protected fair use);
- It may not contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components;
- It is not or could not be construed to be spam or any robot, spider, website search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Application or its contents.
- It may not contain trade secrets (unless you own them or have the owner's permission to transmit them);
- It may not contain material that infringes on the intellectual property rights of others, including copyright, trademark, patent, trade dress or trade secret rights, moral rights, or any other similar rights;
- It may not contain material that is sexually explicit (except for purposes of using the Hotline consistent with its purpose), obscene, libelous, defamatory, threatening, harassing, abusive, derogatory, bigoted, or hateful;
- It may not contain information that is known by you to be untrue, false, or misleading or that does not fairly or accurately depict or describe the subject matter that is the subject of the information posted by you;
- It may not present information that impersonates another person, whether living or dead, misstate the identity of any person, or misstate or mislead as to gender or age;
- You may not solicit money, investments, or make any offering of securities or investments;
- You may not submit chain letters or pyramid schemes; and
- You may not submit commercial opinions or notices.

You agree to indemnify, defend, and hold us harmless against all claims, losses, damages, or expenses arising out of or relating to any claims by another to any rights in any Submission, as further set forth below. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Submission that you may have under any applicable law or under any legal theory. This section will survive termination of this Agreement for any reason.
VI. Monitoring Of Information

We do not assume any obligation to review or monitor the content or other information submitted to the Application by third parties. You assume the responsibility of verifying the accuracy of any posted information through your own independent investigation and the risks of not so doing. Nevertheless, we may, in our sole discretion, review any, none, or all of the information submitted to the Application for any purpose whatsoever, and we reserve the right, in our sole discretion, to remove, edit, or reject any information submitted to the Application for any reason whatsoever.

We reserve the right to cooperate with any law enforcement authorities or court orders requesting or directing us to disclose the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to violate the Terms of Use or law. You agree that if we receive a subpoena issued by a court or from a law enforcement or government agency, we may unilaterally choose to comply with such subpoenas without your consent or prior notice to you and may disclose your IP address, username, name, IP location or other information as required by the subpoena. You agree to waive and indemnify, defend, and hold us harmless from and against any and all claims, losses, damages, and expenses whatsoever in connection with any investigations by us or law enforcement or governmental authorities.

VII. Intellectual Property Rights

The Company owns any and all intellectual property rights relating to the Application brand, trade name, trade dress, and other content including: copyright, trademark, service mark, trade name, trade dress, proprietary logo, insignia, business identifier, and other Text and Graphics that has or provides the “look and feel” of the Application brand image, as well as all of the Content, including the Text, Graphics, Programming, photographs, video and audio contained in the Application (the “Intellectual Property”). Your use of the Application does not grant you any rights or licenses relating to the Intellectual Property, except as expressly provided for in these Terms of Use. None of the Intellectual Property may be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, resold or used in any sale, or exploited for in any way, in whole or in part, except as provided for herein, unless you obtain our prior written consent. You may not reproduce, modify, display, sell, or distribute the Intellectual Property, or use it in any other way for public or commercial purposes. These limitations include copying or adapting the HTML code used to generate web pages on the Application, as well as any Graphics or Programming. All other Content, including names of services, trademarks, service marks and other intellectual property is the property of its respective owner, as indicated, and may only be used as permitted.

VIII. Disclaimer of Warranties & Limitations of Liability

Your consent and agreement to the following disclaimers and limitations is a material inducement for us to permit you to access the Application. Your use of the Application and our obligations and liabilities with respect to your use of the Application are expressly limited as follows:

DISCLAIMER OF WARRANTIES

THE WEBSITE/MOBILE APP AND ITS CONTENT, INCLUDING ALL PRODUCTS SOLD, ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY WHATSOEVER. THE COMPANY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. YOUR USE OF THIS APPLICATION, SERVICES, OR RELIANCE ON ANY OF ITS CONTENT, IS AT YOUR OWN RISK.

THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS APPLICATION WILL BE UNINTERRUPTED, ACCURATE OR ERROR-FREE. YOU, AND NOT THE COMPANY, ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IF THERE IS ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE USE OF THIS APPLICATION OR ITS CONTENT. THE COMPANY DOES NOT WARRANT OR
MAKE ANY REPRESENTATION WHATSOEVER REGARDING THE USE, OR THE RESULT OF USE, OF THE CONTENT OF THIS WEBSITE/MOBILE APP RELATED TO ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT OF THIS WEBSITE/MOBILE APP MAY INCLUDE ERRORS (INCLUDING TECHNICAL OR TYPOGRAPHICAL ERRORS), AND WE MAY MAKE CHANGES OR IMPROVEMENTS TO THIS WEBSITE/MOBILE APP AT ANY TIME, WITH OR WITHOUT NOTICE.

NEITHER THE COMPANY NOR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE DESIGN OR MAINTENANCE OF THIS WEBSITE/MOBILE APP WILL BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGE, LOSS, INJURY, OR MALFUNCTION ASSOCIATED WITH YOUR USE OF THIS WEBSITE/MOBILE APP.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY OR ITS SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, ADVERTISERS, SPONSORS, THIRD-PARTY SERVICE PROVIDERS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, (INCLUDING LOST PROFITS AND DAMAGES) WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THIS SECTION MAY NOT APPLY TO YOU. IF THE FOREGOING LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE MAXIMUM LIABILITY OF THE COMPANY TO YOU FOR ANY TYPE OF DAMAGES WILL BE LIMITED TO THE AMOUNT YOU PAID THE COMPANY FOR SERVICES OR ONE HUNDRED US DOLLARS, WHICHEVER IS GREATER.

Release and Indemnification

You, on behalf of your successors, assigns, heirs, and personal representatives hereby irrevocably and fully release the Company, and its subsidiaries, Affiliates and each of their officers, directors, employees, assigns, agents and representatives from and against any and all suits, claims, actions, causes of action, arbitration, liabilities, obligations, damages, losses, penalties or fines known or unknown, arising out of or in connection with (1) your use of this Application; (2) the use of any information accessed by you from this Application; and (3) the use of services used from the Application.

You agree to indemnify and hold the Company and its subsidiaries, Affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys’ fees and costs of suit, made by any third party due to or arising out of (1) your use of this Application, (2) information that you submit, transmit, or otherwise make available via this Application or otherwise, including Submissions, or (3) your breach of these Terms of Use.

You agree to indemnify, defend and hold us harmless from and against any and all liability, claims, causes of actions, damages, costs and expenses, including attorneys’ fees and costs of suit, arising out of your breach of these Terms of Use.

Third-Party Websites

The Website may contain links to other websites for your convenience and information. Such links may be to other support services, content providers or other entities. These websites may be operated by companies that are not affiliated with the Company and may have different privacy policies and terms of use. The Company does not control the content that appears on these websites or their privacy practices. Notwithstanding the presentation of, or links to, any third-party information or website on the Application, no such presentation may be considered by you to be an endorsement, guarantee, representation, or warranty, either express or implied, by us on behalf of any third party. We will have no liability or responsibility whatsoever for the content, subject matter or substance of any information accessed or obtained from third-
party websites accessed from or via the Application. Access to third-party websites from the Application is done at your own risk.

IX. General Information

Entire Agreement. These Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and the Company governing your use of this Application, superseding any prior agreements or understanding, oral or written, between you and the Company with respect to this Application. You also may be subject to additional terms and conditions that may apply when you use or purchase certain services of the Company.

Waiver and Severability. The failure of the Company to enforce any right of the provisions in the Terms of Use or Privacy Policy will not constitute a waiver of any right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it will not affect any other provision of the Terms of Use or Privacy Policy, and the Terms of Use or Privacy Policy will be construed without regard to the invalid, illegal, or unenforceable provision.

Choice of Law; Jurisdiction; Venue. Your use of this Application and any dispute arising out of or in connection with this Application is governed by the laws of the State of New Jersey without giving effect to its provisions of choice of law. By accessing this Application, you agree that any action or proceeding arising out of or in connection with this Application must be brought solely in a court of competent jurisdiction sitting in the state of New Jersey and located in the county of New Jersey. You hereby submit to the personal jurisdiction of the courts located in Bergen County. You hereby waive any defense of an inconvenient forum to the maintenance of any action or proceeding in other courts and any objection to venue with respect to such proceeding.

Viruses and Transmission of Sensitive Information

We cannot and do not guarantee or warrant that the materials contained on this Application will be free of viruses, worms or other code or related hazards that may have destructive properties (collectively “viruses”). It is your responsibility to ensure that you have sufficient procedures, firewalls, checkpoints, and safeguards within your computer system to satisfy your particular requirements to protect against viruses. The Company does not assume any responsibility or risk for your use of the Internet, nor do we assume any responsibility for any products or services of, or hyperlinks to, third parties.

Miscellaneous

We do not represent that materials on the Application are appropriate or available for use in your location. Persons who choose to access the Application do so on their own initiative and at their own risk, and are responsible for compliance with applicable local laws. You agree that regardless of any statute or law to the contrary, any claim or cause of action of yours arising out of or related to use of the Application must be filed within one (1) year after such claim or cause of action arose or be forever barred, waived, and released.