



JCRC-NY Terms of Use

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Your use of JCRC-NY's web-site, (the "Site") or use of any of the services ("Services") offered on the Site is subject to these terms of use ("Terms"). We may modify these Terms at any time without notice to you by posting revised versions of the Terms on our Site. Your use of the Site and any Services constitutes your binding acceptance of these Terms and JCRC-NY's Privacy Policy. Your use of our Site constitutes your acceptance of these Terms. If you do not agree to these Terms, do not use this website.

JCRC-NY's marks and logos are protected by U.S. Trademark laws. Request for permission to use our marks and logos may be obtained by contacting: Marcia Eisenberg, General Counsel and Web Manager at: eisenbergm@jcrny.org. JCRC-NY is a NY State nonprofit corporation which is tax exempt under Sec. 501(c)(3) of the Internal Revenue Code.

Content on Our Site

Our Site includes a combination of content that we, our users and other third parties create (the "Content"). All of the Content available through the Site including: written content, photographs, graphics, images, illustrations, sound or video clips is automatically copyright protected by law.

PLEASE NOTE: JCRC-NY grants free access to the Content with certain restrictions. The Content can be copied, modified, and redistributed, *if and only if*, the copied version is made available on the same terms to others and you acknowledge that the Content used is from JCRC-NY or there is a link back to the JCRC-NY article. Copied JCRC-NY Content will therefore remain *free* under appropriate license and can continue to be used by anyone subject to these restrictions, most of which aim to ensure that freedom. This principle is known as [copyleft](#) in contrast to typical copyright licenses. For any reuse or distribution, you must make clear to others the license terms of this work. The best way to do that is with a link to <http://creativecommons.org/licenses/by-sa/3.0/>

Posting and Transmitting Content

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit, or otherwise make available on the Site. The following Content is prohibited:

- copyrighted material and trademarks that are used without the permission of the owner;
- advertisements, promotions, solicitations or offers to sell any goods or services for any commercial purpose;
- content in which you impersonate another person or entity;
- content that could be construed as electioneering or participation in campaign activity;
- content promoting or providing instructional information about illegal or illicit activities;
- content that transmits or contains viruses, corrupted files, or any similar element;
- content that JCRC-NY has reason to believe was posted for malevolent purposes, including libel, slander, defamation or harassment;



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- content that, in the sole opinion of JCRC-NY: (1) is pornographic, sexually explicit or obscene; (2) exploits children or minors; or (3) is offensive to the Site community, including, but not limited to, blatant expressions of bigotry, prejudice, racism, hatred or profanity.

We periodically examine the Content on the Site. We have the right, but not the obligation, to remove any Content that may, in our sole discretion, violate these Terms or that is otherwise objectionable. Nonetheless, you understand that by using the Site, you may be exposed to Content that you find offensive or objectionable. Your use of the Site constitutes your acknowledgment that you bear all risks associated with using that Content.

We are not responsible for the loss, deletion, failure to store, misdelivery, or untimely delivery of any Content submitted to or transmitted through the Site.

You may not use the Site in any manner that interferes with our normal operations or with the use and enjoyment of another user. You may access the Site and the Content only through the interfaces provided by us. You agree to use the Site and the services only for their intended lawful purpose and in accordance with applicable laws.

Conduct on Our Site

If we request registration information from you, you will provide us with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else, and you may not use another person's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from the Site, deny you access to the Site, or employ any combination of these options.

Unauthorized access to the Site is a breach of these Terms and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided by JCRC-NY for use in accessing the Site. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor any part of the Site, except those automated means that we have approved in advance and in writing.

Use of the Site is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site.



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Without limiting the foregoing, you agree that you will not use our Site to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
2. Publish, post, upload, email, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Sites, any software or hardware, or telecommunications equipment;
4. Advertise or offer to sell any goods or services for any commercial or other purpose;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
8. Restrict any other user from using and enjoying any public area within the Site;
9. Collect or store personal information about other end users;
10. Interfere with or disrupt the Site, servers, or networks;
11. Impersonate any person or entity, including, but not limited to, a JCRC-NY representative, or falsely state or misrepresent your affiliation with a person or entity;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any Content transmitted through the Site or to manipulate your presence on the Site;
13. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
14. Engage in any illegal activities.

Our Rights

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.



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You understand and agree that our Services may include communications such as service announcements and administrative messages from us and that these communications are considered part of the Services. You will be able to opt out of receiving these messages.

We have the right, but not the obligation, to take any of the following actions, in our sole discretion, at any time and for any reason without giving you any prior notice and you agree that we will not be liable to you or any third party for taking any of these actions:

1. Restrict or terminate your access to our Services if you fail to abide by the Terms;
2. Change, suspend, or discontinue all or any part of our Services;
3. Refuse, move, or remove any Content;
4. Establish general practices, fees and policies for the Site and the Services we provide.

Registration and Account Responsibility

Registration on the Site is available to anyone 13 years of age or older who truthfully and accurately provides all required information, including a legitimate email address, and who obtains a unique username and password. The Services are not intended for children, and therefore persons under the age of 13 may not register.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Furthermore, you are strongly advised to maintain and to protect your privacy by choosing carefully what personally identifiable information you provide.

We utilize email to communicate with our users about service-related matters. In addition, you may receive email communications from third parties if you utilize a third-party service provided through the Site. We may also contact you via email to notify you about special events available to registrants of the Site. By becoming a registrant of the Site, you consent to the receipt of these communications.

Third-Party Sites, Products, and Services

The Site provides access and contains links to third-party internet sites and services. Inclusion of these links on the Site does not constitute our endorsement of the materials on those third-party sites and does not signify any association with the owners or operators of those third-party sites and services. Your use of such third-party sites and services is subject to the terms and conditions set by the third-party site or service in question. We have no control over these third parties, and we are not responsible for their activities.

We do not sell, resell, or license any of the products or the services related to any such third-party sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, remain solely between you and that third party. You agree that we will not be responsible for or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any



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questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.

The Site Does Not Provide Professional Advice

The Site is intended to provide general information about JCRC-NY, its mission, the many agencies in our eight county catchment area in New York. It contains information and resources on a variety of topics and links to other nonprofits and government agencies. The Site is not engaged in the provision of professional advice or information. Content posted on the Site should be considered as opinion only and should not be taken as a substitute for, without limitation, legal or other professional advice from a qualified service provider. We make no representations or warranties concerning any action taken by any person in reliance on the information provided through the Site. We will not be liable for any damages that may result, including but not limited to direct, indirect, consequential, special or other damages or economic loss, illness, injury or death.

Privacy Policy

All of the information we collect from you is subject to our Privacy Policy.

Disclaimers

We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our Site. We disclaim any responsibility for any service outages that are caused by our maintenance on the servers or the technology that underlies the Site, failures of our Service providers, computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

We do not warrant that the Site will be uninterrupted or error free. In addition, we do not make any warranty as to the Content on the Site. The Site and the Content are distributed “as is and as available” basis. Any material that you download or obtain from the Site is done at your own discretion and risk. You are solely responsible for any potential damage to your computer system or loss of data that may result from your download of such material.

We make no warranties or guarantee that: (1) the Site will meet your requirements; (2) the Site will be uninterrupted; (3) the results that may be obtained from the use of the Site will be accurate or reliable; (4) the quality, accuracy or integrity of any Services, information or other material obtained from the Site will meet your expectations; or (5) any errors will be corrected.

You expressly agree that you will assume the risk as to the quality and the performance of the Site and the accuracy or completeness of its Content. You may not rely on any of this Content.

We shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Site, even if we have been advised of the possibility of such damages.

The above limitations or exclusions may not apply to you as some states do not allow such limitations or exclusions of implied warranties or limitation of liability for incidental or consequential damages. In



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such states, our liability and that of our third-party content providers and their agents shall be limited to the greatest extent permitted by law..

Indemnification

By utilizing the Site, you agree to indemnify, defend and hold JCRC-NY and all of its officers, directors, employees, agents and licensors harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any JCRC-NY in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of:

1. Your use of the Site or connection to the Site;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
3. The content, the quality, or the performance of content that you submit to the Site;
4. Your violation of these Terms; or
5. Your violation of the rights of any other person or entity.

You also agree to take sole responsibility for any royalties, fees or other monies owed to any person by reason of any content you post or transmit through the Site or by reason of the Services we provide.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

Copyright Policy and Digital Millennium Copyright Act Notice

Materials may be made available through the Site by third parties who are not under our control. JCRC-NY respects the copyright interests of others and, as such, requires our users to comply with all Terms regarding copyrights. It is our policy to terminate user accounts for failure to comply with our copyright policy.

If you believe that any Content shown on or transmitted through the Site violates your copyright, please report the violation. In the case of a copyright violation please provide the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- an address, a telephone number, and an email address where we can contact you ; and
- a statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.

All notices should be sent to eisenbergm@jcrny.org.



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Miscellaneous

By visiting or using the Site, you agree that the laws of the State of New York, without regard to principles of conflicts of law, will govern our Privacy Policy and these Terms and any dispute of any sort that might arise between you and JCRC-NY. You agree that any action at law or in equity that arises out of or relates to any use of the Site will be filed only in the state or federal courts located in New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Site or delivering them to you through email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

All registrations and donations made through our Site are generally non-refundable and non-transferable.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within six (6) months after such claim or cause of action arose or it will be forever barred.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in full force and effect.

These Terms, including the Privacy Policy and all terms, conditions, and policies that are incorporated into these Terms by reference, constitute the entire agreement between you and JCRC-NY and govern your use of the Site.