

AboutSpecialKids.org Website Terms of Use
Effective January 28, 2015

Thank you for visiting the AboutSpecialKids.org website (the “Site”). This Site is operated by About Special Kids (referred to herein as “us, “we” and “our”) for informational purposes.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

You may use the Site only if you accept these Terms of Use (the “Agreement”). Please read the Agreement carefully, and print and save it for future reference. If you do not agree with any portion of this Agreement, you should exit the Site immediately. Your continued use of the Site indicates your assent to this Agreement.

We may modify this Agreement from time to time, in our sole discretion. If we modify this Agreement, we will post the changes on this page and will indicate at the top of this page the date that this Agreement was last revised. All modified terms of use shall be effective upon posting, unless otherwise noted. You agree to be bound by any changes to the Agreement when you use the Site after any such modification is posted. Please review the Agreement regularly, as it is your responsibility to abide by the current terms at all times.

ELIGIBILITY

The Site is not directed to children, and children under the age of thirteen (13) are not authorized to use the Site. If, in the future, we decide to direct the Site or portions of it to children under thirteen (13), we will do so in compliance with the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.) including, without limitation, obtaining necessary parental consent.

GENERAL USE

The Site may be used only for lawful purposes. You agree not to use the Site for any unlawful or prohibited purpose. Unauthorized use of the Site, including using the Site to harass other users in any way, is strictly prohibited. Appropriate legal action may be taken for any illegal or unauthorized use of the Site.

Despite our best efforts to provide accurate information, it is not possible to completely ensure that information on the Site is correct at all times. We assume no responsibility for any incorrect information or inappropriate content or conduct that is posted or occurs on the Site.

If you become aware of misuse of the Site by any person, please contact us directly at familynetw@aboutspeakalkids.org.

LICENSE TO USE

For the limited purpose of your use of the Site, we grant you a limited, revocable, personal and non-transferable license to use the Site for private viewing and in accordance with this Agreement, and for no other purpose. You must keep intact all copyright, trademark and other proprietary notices.

SUBMISSIONS

You can learn more about our programs and services by submitting requested personal information through the Site. Please carefully review any instructions or additional terms before submitting your personal information through the Site. Also, please remember that children under the age of thirteen (13) are not permitted to submit any information to the Site.

You hereby represent and warrant that any and all information you provide to us, including but not limited to your name, address, e-mail address, telephone number and credit card information, is accurate and truthful and that you will update such information as necessary to maintain its accuracy and truthfulness. You are solely responsible for any and all information you provide to us

through the Site.

Please carefully review our Privacy Policy for more information regarding the way we collect, use and handle your personal information. In accordance with our Privacy Policy, we reserve the right, at all times, to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request in our sole discretion.

INTELLECTUAL PROPERTY

All Site design, text, graphics, logos, icons, the selection and arrangement of these elements, and all software and content posted on the Site are the property of About Special Kids, Inc. or its licensors or suppliers, and are protected by U.S. and international intellectual property laws, including, but not limited to, copyright. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to us or any other person or entity without obtaining the prior written consent of the owner of such proprietary rights. Please contact us at familynetw@aboutspecialkids.org with any inquiries, permission requests, or to report suspected copyright infringement.

If you believe your proprietary work has been copied and/or posted on the Site in a way that constitutes copyright infringement, please provide us with the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

MODIFICATIONS TO SITE AND SERVICES

We reserve the right to modify, suspend, delay or discontinue, temporarily or permanently, the Site (or any part of it), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, delay or discontinuance of the Site or any of its services.

GENERAL DISCLAIMER

We are not responsible for any incorrect or inaccurate submissions or postings on the Site, whether caused by us, other users of the Site or by any of the equipment or programming used in or associated with the Site. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication. We are not responsible for any problems or technical malfunction of any communication network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or high traffic on the Internet or any combination thereof, including any injury or damage to your or to any person's computer related to or resulting from participation or downloading materials in connection with the Site.

We are not responsible for the postings or conduct, whether online or offline, of any user of the Site. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Site, attendance at an About Special Kids, Inc.-sponsored event, or from any postings or submissions on or through the Site.

The Site and related services are provided AS-IS and, to the fullest extent permitted by law, WITHOUT WARRANTIES OF ANY KIND, either express or implied. This means, without

limitation, that WE DO NOT WARRANT that the Site is fit for any particular purpose, that the content of the Site is non-infringing; that the services available via the Site will be uninterrupted; that defects will be corrected; that the Site is free of viruses or other harmful components, or that the information and content of the Site are accurate, error-free or reliable. You acknowledge that About Special Kids, Inc. and its affiliates, together with their respective employees, agents, directors, officers and shareholders, ARE NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

LIMITATION OF LIABILITY

You acknowledge that we are not liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Site. This limitation applies to all potential claims, whether based on contract, tort, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these terms and conditions, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

INDEMNIFICATION

You hereby agree to indemnify and hold About Special Kids, Inc., its affiliates, and their respective officers, directors, agents, partners and employees, harmless from any loss, liability, damages, claim or demand (including court costs and reasonable attorneys' fees) made by any third party due to or arising out of your use of the Site in violation of this Agreement and/or arising from any breach of your representations and warranties set forth herein.

GOVERNING LAW AND VENUE

This Agreement and our relationship are governed by the laws of the State of Indiana, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of federal and state courts in the State of Indiana, U.S.A. in all disputes arising out of or relating to the use of the Site and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the federal and state courts of the State of Indiana. Use of the Site is unauthorized in any jurisdiction that does not give effect to this Agreement, including this paragraph.

ENTIRE AGREEMENT

This Agreement and the other documents referenced herein form the entire agreement between you and About Special Kids, Inc. with respect to the Site. This Agreement supersedes all prior or contemporaneous communications between you and About Special Kids, Inc. concerning any matters set forth herein.

VALIDITY OF AGREEMENT

A printed version of this Agreement and any notices given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents originally in printed form.

BY USING THIS SITE, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.