THE FUND FOR OUR ECONOMIC FUTURE OF NORTHEAST OHIO

Website Terms of Use

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Acceptance of the Terms of Use

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You are responsible for making all arrangements necessary for you to have access to the Website.
You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify the Fund of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

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You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

• In any way that violates any applicable federal, state, local and international law or regulation including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries.

• For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

• To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
• To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

• To impersonate or attempt to impersonate the Fund for Our Economic Future of Northeast Ohio or a Fund for Our Economic Future of Northeast Ohio employee, another user, or person or entity. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Fund for Our Economic Future of Northeast Ohio or users of the Website or expose them to liability.

Additionally, you agree not to:

• Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

• Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

• Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

• Use any device, software or routine that interferes with the proper working of the Website.

• Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

• Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

• Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

• Otherwise attempt to interfere with the proper working of the Website.
**User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow you to post, submit, publish, display or transmit to other users (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

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Any User Contribution you post to the site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.

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**Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right, threatens the personal safety of users of the Website and the public or could create liability for the Company.

- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

- Terminate your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE FUND FOR OUR ECONOMIC FUTURE OF NORTHEAST OHIO FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

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• Violate the legal rights, including the rights of publicity and privacy, of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

• Be likely to deceive any person.

• Promote any illegal activity, or advocate, promote or assist any unlawful act.

• Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

• Be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.

• Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

• Give the impression that they emanate from us or any other person or entity, if this is not the case.

**Copyright Infringement**

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Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Waiver and Severability**

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Fund for Our Economic Future of Northeast Ohio with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.
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Thank you for visiting our website.