LATINOS IN ACTION

TERMS OF USE

Acceptance Through Use. This website (the “Site”) is owned and operated by Latinos In Action and its divisions, officers, directors, employees, contractors and agents are collectively referred to as “Operator”. By using the Site, you agree to be bound by all of the terms, conditions and notices contained or referenced in these Terms of Use. You should review the Terms of Use from time to time. Operator may change any portion of the Terms of Use at any time without notice by posting revisions to the Site. You should monitor the Terms and Use for any changes, as notice is not required to be provided to you. Your continued use of the Site constitutes your acceptance of the revised Terms of Use. If you do not accept all of the Terms of Use, you must exit the Site immediately.

Privacy. You should review the Privacy Policy posted elsewhere at the Site before using the Site.

No Use by Children. The Site is not directed to, or intended for use by, children (defined as anyone age thirteen (13) or younger). Children should not use the Site or submit any information to Operator. By using this Site, you represent and warrant you are at least 13 years old and you hereby ratify any prior grant of rights, consents, agreements, assignments or waivers made by you. If you choose register an account, your account may be used only by you.

User Submitted Content. You have the ability to interact with the Site and other users by registering for events, completing surveys, uploading documents, sending messages to the Web Master and administration, and a variety of other ways (collectively, “Your Content”).

Indemnification. You will indemnify, defend, reimburse and hold harmless Operator, and each parent company, subsidiary, affiliate, division, officer, director, employee, contractor and agent of Operator, for, from and against any and all liabilities, claims and expenses of any type or nature, including costs and attorneys’ fees, that arise from the exercise of the License set forth above or from your use of the Site.

Intellectual Property. You hereby acknowledge that all content and materials available at the Site other than Your Content (collectively, the “Content”) are owned or controlled by Operator and protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and
laws. You may only use the Site and the Content as expressly permitted in these Terms of Use and for no other purpose. You may download, print or view individual pages at the Site for private, noncommercial use, provided you do not delete, change or otherwise modify any of the Content, including any copyright or trademark notices. Teachers however may modify the curriculum for their individual classes. You may not use the Site or the Content for any commercial purpose, including sending unsolicited email messages or making unsolicited telephone calls. Except as authorized by Operator in writing on a case by case basis, you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Content. The systematic retrieval of any of the Content to create or compile, directly or indirectly, a collection, compilation, database or directory without the written permission of Operator is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Site are trademarks or service marks and may not be used without Operator’s permission. Operator’s policy is to terminate the online privileges of individuals who repeatedly violate the copyrights of others.

Notice and Procedure for Making Claims of Copyright Infringement. Pursuant to federal copyright law, if you believe copyrighted work is available at the Site in a way that constitutes copyright infringement, please request to see the DMCA Take Down Notice Procedures material posted elsewhere at the Site.

Disclaimer of Warranties. THE SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE, INCLUDING THE CONTENT (COLLECTIVELY, THE “SITE MATERIALS”), ARE PROVIDED ON AN “AS IS/WHERE IS/AS AVAILABLE” BASIS. OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW, THE SITE MATERIALS ARE PROVIDED FOR YOUR USE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPERATOR DOES NOT MAKE ANY WARRANTY THAT ANY OF THE SITE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT, THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SITE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS AVAILABLE AT THE SITE.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL OPERATOR, OR ANY PARENT COMPANY, SUBSIDIARY, AFFILIATE, DIVISION, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR OR AGENT OF OPERATOR, BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR FROM ANY INFORMATION PROVIDED AT THE SITE, INCLUDING THE CONTENT AND YOUR CONTENT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT
LIABILITY OR ANY OTHER BASIS, AND EVEN IF OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Content and Advice. Operator does not endorse nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on this Site by anyone other than an Operator employee acting within his/her official capacity.

International Use. The Site is intended for use by legal U.S. residents. If you choose to access the Site from any location outside this area, you accept full responsibility for compliance with the laws of the jurisdiction where the access occurs. Operator makes no representation that the Site or the Site Materials are appropriate or available for use in locations outside the State of Utah. Accessing the Site or using any of the Site Materials from any jurisdiction where access or use is illegal is prohibited.

Choice of Law. This Agreement will, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions. Exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site will be in the state or federal courts located in Salt Lake County, State of Utah. By using the Site, you hereby submit to the exercise of personal jurisdiction of these courts for the purpose of litigating any such claim or action.

Integration and Severability. These Terms of Use along with the Privacy Statement, posted elsewhere at the Site, constitute the entire agreement between Operator and you with respect to the Site and supersede all prior or contemporaneous communications and proposals with respect to the Site. If any provision of these Terms of Use or the Privacy Statement are determined to be invalid or unenforceable, all other provisions thereof will remain in full force and effect.

Links to Third Party Sites. The Site may contain links to websites operated by third parties. These links do not constitute or imply an endorsement of any linked site. The linked sites may appear to be integrated into the Site, but are not under Operator’s control. Operator is not responsible for the operation or content of any linked site or subsequent links from that site. The policies that govern the use of a linked site will differ from these Terms of Use. You should review the policies of a linked site before making a decision to use that site.

Unauthorized Use and Termination. You may use the Site only for authorized and legal activities. Operator reserves the right, in its sole discretion, to terminate your access to all or part of the Site at any time and for any or no reason.

Contact Information. Questions concerning these Terms of Use or the Site should be directed to contact@latinosinaction.org.