

SUPPORTING KIDDS, INC. Website Terms of Use

Effective Date: 10.30.2020

These Terms of Use govern your access to and use of <https://connecttothelight.org> (the “Website”), which is owned and operated by Supporting Kidds, Inc. These Terms of Use also govern any content, functionality and services offered on the Website. For purposes of this agreement, the terms “we,” “us,” and “our” refer to Supporting Kidds. “You” and “Your” refers to you, as a user of the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE AND ACCESSING ITS CONTENT, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY POLICY (AS REFERENCED IN SECTION 2 OF THIS AGREEMENT). IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE OR OUR PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE WEBSITE.

1. Changes to the Terms of Use.

We reserve the right to modify these Terms of Use at any time, in our sole discretion. We will notify You of any changes by posting them on our Website, at which time they will become effective. Your continued use of the Website after such posting will constitute Your acceptance. Therefore, You should check these Terms of Use regularly.

2. Privacy Policy & Your Information.

Please review our Privacy Policy [[Privacy Policy](#)] which is part of this agreement and explains how we handle the personally identifying information of our Website users. By using our Website or voluntarily providing any user information, You acknowledge and agree to our personal identifying information collection and use practices outlined in the Privacy Policy.

3. Copyright.

The Company hereby grants to You a limited, non-exclusive, non-transferable right to access the Website in compliance with these Terms of Use and in accordance with applicable laws. Use of this Website is for Your personal, non-commercial use only; You represent that information You provide is true, accurate, and complete, to the best of Your knowledge. Those choosing to access the Website outside of the U.S. are responsible for compliance with all local laws, including those which may apply to content on the Website which may be prohibited locally. The contents of this Website, including without limitation, text, design, graphics, images, and other content are owned by or licensed to Supporting Kidds, Inc., its third party vendors, and/or other third parties. Such content is protected under copyright law. No portion of the Website should otherwise be reproduced, stored, or transmitted by any means for any purpose. Such unauthorized use may constitute violation of copyright, trademark, and other laws. Any copies of copyrighted or trademarked materials, or names obtained from our Website, should retain all copyright and proprietary notices and should not be used without permission.

4. Trademarks.

You may not use Supporting Kidds’ name, logos, product and service names, designs and slogans without the prior written permission of Supporting Kidds. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

5. Permitted and Prohibited Use.

You may use the Website only for lawful purposes and in accordance with the Terms of Use. You agree that You will not, under any circumstances, use the Website:

- for any unlawful purpose;
- to promote any advertising or promotional material without our prior written consent;
- to exploit, harm, abuse, or embarrass, or attempt to exploit, harm, abuse or embarrass any person or group;
- to provide false or inaccurate information;
- to knowingly transmit or use any material which does not comply with the Terms of Use;
- to impersonate or attempt to impersonate Supporting Kidds, a Supporting Kidds employee, another user or any other person or entity; or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us in our sole discretion, may harm Supporting Kidds or our users or expose them to liability.

Additionally, You agree that You will not, under any circumstances:

- use any device, software or routine that interferes with the proper working of the Website;

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- introduce any viruses 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; or
- otherwise attempt to interfere with the proper working of the Website.

6. Information You Submit to the Website.

The Website contains interactive features that allow users to submit, upload, or transmit content or materials (collectively, "User Content") on or through the Website. By providing any User Content on the Website, You grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material (the "License"). Submitting User Content on the Website constitutes Your representation that You own or otherwise control all rights to the User Content and have the right to grant the License. Any User Content will be considered non-confidential and non-proprietary. You are solely responsible for the User Content that You post, upload, link to or otherwise make available via the Website. We expressly disclaim any liability or responsibility relating to any information that You voluntarily choose to provide to us.

Supporting Kidds is not a publisher of any User Content and is merely functioning as an intermediary to enable You to provide and display appropriate content. Moreover, and except as provided in these Terms of Use with respect to the right and ability of Supporting Kidds to delete or remove User Content, we do not endorse, oppose, or edit any opinion provided by You or any other user. We do not make any representation with respect to, nor do we endorse the accuracy, completeness, timeliness, or reliability of any User Content displayed, uploaded, linked-to or distributed by You or any other user. Supporting Kidds does not have the practical ability to restrict conduct or communications prior to transmission and posting, nor can we ensure prompt editing or deletion of offensive posts.

In addition to the obligations outlined in Section 5, You agree that by using the Website, You will not:

- submit someone else's personal information;
- submit any information that would cause embarrassment or distress to any person or entity;
- submit any information that is false, inaccurate, malicious, or defamatory;
- submit information that is obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- include content that infringes any intellectual property or similar rights, including the copyrights and trademarks of any person or entity;
- transmit any information, data, text, files, links, writings, communications or other materials that are or may be, in our sole discretion, unlawful, harmful, threatening, abusive, harassing, defamatory, profane, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable or discriminatory; or
- submit any files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Website.

7. Monitoring and Enforcement.

Supporting Kidds has the right, but not the obligation, to monitor the content of the Website (including any social forum or tools, services or functions that enable the sharing, display or performance of any User Content), to determine compliance with these Terms of Use and any operating rules established by us, and to satisfy any law, regulation or authorized government request. We have the right and sole discretion to edit, refuse to post, or to remove any User Content submitted to or posted on or within the Website, including, without limitation, the right to remove any User Content that we, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable. In the event that we determine, in our complete discretion, that You have breached, violated or contravened the Terms of Use or have otherwise demonstrated inappropriate conduct in the use of the Website, we reserve the absolute right to: (a) warn You of such violation; (b) discontinue Your subscription to our mailing list; (c) take measures to prevent You from using the Website or linking to the Website; and (d) take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

8. Links to Other Websites.

If the Website contains links to other websites provided by third parties, these links are provided for Your convenience only. This includes links contained on Website pages or in Website posts or in advertisements, including banner advertisements, social media widgets, and sponsored links. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from

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Your use of them. If You decide to access any of the third party websites linked to the Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

9. Disclaimers and Limitation of Liability.

Although we take reasonable steps to prevent the introduction of viruses, worms, “Trojan horses” or other destructive materials to our Website, we do not guarantee or warrant that the Website or materials that may be downloaded from the Website are free from such destructive features. We are not liable for any damages or harm attributable to such features. We are not liable for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the Website, nor for any claim, loss or injury that results from Your use of the Website or Your breach of any provision of the terms of use. To the fullest extent permitted by law, in no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with Your use of, or inability to use, the Website, any websites linked to it, any content or items accessed through or on the website or such other websites or any content obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including without limitation personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

10. Indemnification.

You agree to indemnify, defend and hold Supporting Kidds and our affiliates and our and their respective directors, officers, employees, volunteers, and agents harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys’ fees and costs) arising out of Your use of the Website or Your use of any information obtained from the Website.

11. Termination.

We reserve the right to withdraw or amend the Website, and any services or material we provide on the Website, including without limitation any content, in our sole discretion and without notice. Any and all content on the Website will be provided, modified or removed in our sole discretion. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. We reserve the right to terminate the Website and the Terms of Use at any time without notice and for any reason, including, in the case of the Terms of Use, for Your violation of any of its provisions. You may terminate these Terms of Use at any time by ceasing to use the Website. Sections 9, 10, 12 and 13 of the Terms of Use shall survive any such termination.

12. Waiver and Severability.

No waiver by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure of ours 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 or other tribunal 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.

13. Governing Law.

The Terms of Use is governed by the laws of the State of Delaware applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware and New Castle County and waive any jurisdictional, venue or inconvenient forum objections to such courts.

14. Contact Us.

If You have any questions, comments or concerns about these Terms of Use or our Website, You can email us at support@supportingkidds.org.