

TERMS AND CONDITIONS

Last modified 24 June 2019

BY USING OUR WEBSITE YOU AGREE TO THESE TERMS

Welcome to the website of Youth for Monarchs (“Organization”, “I”, “we” “our” or “us”). By visiting and using youthformonarchs.org (hereinafter the “Website”), you accept and agree to be bound by these Terms and Conditions including our Disclaimer and Privacy Policy posted on the Website and incorporated herein by reference. The term “you” refers to anyone who uses, visits and/or views the Website. Please read these Terms carefully before you use our Website. If you do not want to agree to these Terms or our Privacy Policy or our Disclaimer, your choice is not to use our Website.

WE MAY CHANGE THESE TERMS

Youth for Monarchs reserves the right to amend or modify these terms and conditions at our sole discretion at any time without notice, and by using the Website, you accept those amendments. It is your responsibility to periodically check the website for updates. Your continued use of the Website after the posting of any changes to our Terms and Conditions constitutes your acceptance of those changes and updates. You must not access or use the Website if you do not wish to be bound by these Terms and Conditions.

AGE RESTRICTIONS

All information and content on this website is intended for individuals over the age of 18. Children as defined in our Privacy Policy are prohibited from using this website.

GEOGRAPHIC RESTRICTIONS

Youth for Monarchs is located in the United States and is designed for users in the United States, not other countries. We do not envision offering products or services to individuals living in the European Union as outlined in the General Data Protection Regulation. Additionally, we make no representation that the information provided on the website including any products and/or services are available or appropriate for use in other locations including but not limited to the European Union as outlined in the General Data Protection

Regulation. If you access or use our Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

PRIVACY POLICY

We are dedicated to respecting the privacy of your personal information. Your acceptance of our Privacy Policy is expressly incorporated into these Terms and Conditions. Please review our Privacy Policy for more information.

DISCLAIMER

Your acceptance of our Disclaimer is expressly incorporated into these Terms and Conditions. Please review Disclaimer for more information.

YOUR ACCESS TO OUR WEBSITE

You are responsible for the equipment and internet services you need to access and use our Website. You are responsible for anyone who accesses and uses our Website using your equipment or internet services.

We may limit access to and use of all or parts of our Website. For parts of our Website, you may be asked to provide information, including information about yourself. All information you provide when accessing or using our Website must be correct, current, and complete. Personal information (e.g. name, age, address, phone number, email address) you provide our Website is governed by our Privacy Policy. By providing personal information to our Website, you consent to actions we take related to your personal information consistent with our Privacy Policy. If you have credentials (e.g., a user name and password) that allow you to access and use parts of our Website, you may not share them with anyone else or allow anyone else to use your credentials. You must notify us promptly if someone, other than you, uses your credentials to access and use our Website. You must logout or exit the parts of our Website requiring your credentials from a public or shared computer, because others may be able to view or record your credentials. We have the right to disable your credentials or access to portions of our Website requiring your credentials at any time, for any reason, without notice, in our discretion.

We reserve the right in our sole discretion to refuse, remove, restrict your access, revoke and terminate your use of our Website including any or all Content published by you or us at any time for any reason, without notice.

CHANGES TO OUR WEBSITE

We may withdraw or change our Website at any time, for any reason, without notice, in our discretion.

INTELLECTUAL PROPERTY

All content on this website including but not limited to text, posts, logos, marks, graphics, files, materials, services, products, videos, audio, applications, computer code, designs, downloads and all other information here (collectively, the “Content”) is owned by us and is protected by copyright, trademark and other intellectual property and unfair competition laws with the exception of any content from others that we are lawfully permitted to use. You are granted a limited revocable license to print or download Content from the website for your own personal, non-commercial, non-transferrable, informational and educational use only, while ensuring it’s not in violation of any copyright, trademark, and intellectual property or proprietary rights.

You agree not to copy, duplicate, steal, modify, publish, display, distribute, reproduce, store, transmit, post, create derivative works, reverse engineer, sell, rent or license any part of the Content in any way to anyone, without our prior written consent. You agree to abide by the copyright, trademark laws and intellectual property rights and shall be solely responsible for any violations of these terms and conditions.

Any use of our Website not allowed by these Terms is a breach of these Terms. If you breach these Terms, your right to access and use our Website ceases immediately and you must, at our option, return or destroy all copies of our Website and its contents in your possession. Except for the limited license granted to you to access and use our Website as provided in these Terms, you have no right, title, or interest in our Website. All rights not granted to you by these Terms are reserved by Youth for Monarchs.

TRADEMARKS

We own our name and trademarks. Youth for Monarchs, the Youth for Monarchs logo, and all names, logos, product and service names, designs and slogans of Youth for Monarchs, are

trademarks of Youth for Monarchs, or its affiliates, or licensors. You may not use our trademarks, or those of our affiliates and licensors without our written permission.

PROHIBITED USES

You may not use our Website:

- in a way that is inconsistent with the our mission and ministry;
- in a way that violates the law, or the intellectual property, contractual, statutory, common law, or other legal rights of any person;
- to promote criminal activity, obscenity, abuse, harassment, hate, pornography, discrimination, violence, or the exploitation of any person;
- to harass, abuse, exploit, threaten, or harm any person;
- to receive or distribute content, which does not comply with the Content Standards;
- for commercial purposes, to advertise, to solicit, or fundraise, without our written permission;
- to impersonate any person;
- in any way that may harm Youth for Monarchs, or its reputation, or expose it to liability;
- to interfere with the proper working of our Website, any person's use of our Website, any person's internet use, or any person's computer, computer network, or mobile devices;
- to spread technologically harmful material (e.g., a virus, Trojan horse, worm, or a logic bomb); or
- to gain unauthorized access to, interfere with, damage, or disrupt the servers hosting the Website, or any server, computer, or database connected to or using our Website.

USER CONTRIBUTIONS AND LAWFUL USE OF THE WEBSITE

Our Website may contain features allowing users to post or share content with other users ("User Contributions"). We do not review User Contributions before they are posted and are not responsible for their content. However, we may refuse to post, modify, remove, or take any other action we determine appropriate regarding a User Contribution.

You are responsible for your User Contributions. Your User Contributions must comply with these Terms, including the Content Standards. You represent and warrant your User Contributions are not confidential or proprietary. You acknowledge your User Contributions will not be treated by us as confidential or proprietary. You may not post content you want to keep confidential or is proprietary.

For any Content or information that you upload, display, post, transmit, send, email or submit to us on the Website or on any of our social media sites, you warrant that you are the owner of that Content or have express permission from the owner of those intellectual property rights to use and distribute that Content to us.

You grant us and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us an unlimited, worldwide, assignable, transferable, non-exclusive, sub-licensable, perpetual, irrevocable, royalty-free, right and license to identify you and publish, post, reformat, copy, distribute, display, modify, reproduce, prepare derivative works based upon, publicly perform and display, and otherwise use and exploit for any purpose any Content provided by you on our Website and on any of our social media sites for any purpose. You represent and warrant that you have the right to grant Youth for Monarchs this license. You shall be solely liable for any damages resulting from any infringement of copyrights, trademark or other proprietary rights of any Content or information that you provide to us.

LEGAL ACTION

We may take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of our Website. We may fully cooperate with law enforcement authorities, or court orders requesting or directing us to disclose the identity, or other information of anyone accessing, using, or posting content on the Website.

CONTENT STANDARDS

You agree not to upload, display, post, transmit, distribute, send, email or submit to us on the Website or on any of our social media sites any information or Content that:

(a) is illegal, deceitful, defamatory, obscene, abusive, harassing, hateful, pornographic, disrespectful, discriminatory, exploitive, or otherwise inconsistent with the mission and ministry of Youth for Monarchs;

(b) is defamatory, abusive, profane, hateful, vulgar, obscene, libelous, pornographic, threatening,

(c) encourages or advocates conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any law,

(d) distributes material including but not limited to spyware, a computer virus, Trojan horses, worms, logic bombs, or any other kind of malicious computer software or any other harmful information that is actionable by law,

(e) attempts to gain unauthorized access to any portion or feature of the Website, and

(f) sends unsolicited or unauthorized material or causes disruption in the operation of the Website. You agree to use the Website for lawful purposes only and shall be liable for damages resulting from the violation of any provision contained in these Terms and Conditions.

(g) violates the intellectual property, contractual, statutory, common law, or other legal rights of any person;

(h) violates these Terms or our Privacy Policy;

(i) misrepresents the identity of the person posting the User Contribution;

(j) contains commercial content, advertisements, solicitations, or fundraising information without the written permission of Youth for Monarchs;

(k) gives the impression they emanate from, or are endorsed by Youth for Monarchs, or any other person, if that is not the case.

If you believe that any User Contributions violate these Terms, please contact us at youthformonarchs@gmail.com.

LINKING TO OUR WEBSITE AND SOCIAL MEDIA FEATURES

If you link to our Website, you may not do so in a way that suggests an association between you and Youth for Monarchs or approval or endorsement by Youth for Monarchs, without our written permission. We may terminate your permission to link to our Website at any time, for any reason, without notice, in our discretion.

Our Website may include social media features. You may use these social media features as provided by us, and in accordance with these Terms and any additional terms we provide governing your use of these features. We may disable any social media features, or terminate your permission to use the social media features at any time, for any reason, without notice, in our discretion.

THIRD PARTY LINKS

The Website may contain links to third party websites or resources for your convenience. We may serve as an affiliate for some of these third party websites by offering or advertising their products or services on the Website; however, we do not own or control these third party websites. Once you click on a third party link and leave this Website, you are no longer bound by our terms and conditions.

You agree that we are not responsible or liable for the accuracy, content or any information presented on these third party websites. You assume all risks for using these third party websites or resources and any transactions between you and these third party websites are strictly between you and the third party. We shall not be liable for any damages resulting from your use of these third party websites or resources.

NO REFUNDS

All sales of products and/or services on this Website are final. No refunds will be issued.

NO WARRANTIES

ALL CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES ON THE WEBSITE ARE "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EXPRESS OR IMPLIED TO THE FULL EXTENT PERMISSIBLE BY LAW. YOUTH FOR MONARCHS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONTENT, INFORMATION, MATERIALS, PRODUCTS AND/OR SERVICES PROVIDED ON THIS WEBSITE. YOUTH FOR MONARCHS MAKES NO WARRANTIES THAT THE WEBSITE WILL PERFORM OR OPERATE TO MEET YOUR REQUIREMENTS OR THAT THE INFORMATION PRESENTED HERE WILL BE COMPLETE, CURRENT OR ERROR-FREE. YOUTH FOR MONARCHS DISCLAIMS ALL WARRANTIES, IMPLIED AND EXPRESS FOR ANY PURPOSE TO THE FULL EXTENT PERMITTED BY LAW.

MANDATORY ARBITRATION AND GOVERNING LAW

You expressly waive your right to bring any legal claims, now or in the future arising out of or related to the Website and our products/services. In the event of any dispute, claim or controversy arising out of or relating to your use of this website, the terms and conditions shall be construed in accordance with the rules and regulations of the state of Ohio and the United States.

You agree to consent and submit to the jurisdiction of the state and federal courts located in Ohio without regard to the principles of conflict of law or where the parties are located at the time a dispute arises.

You agree to resolve any disputes or claims first through mandatory arbitration in the state of Ohio and shall bear the full cost of arbitration as permitted by law. Your good faith participation in arbitration is a condition precedent to pursuing any other legal or equitable remedies available such as litigation or any other legal procedure. You also agree that in the event a legal claim is initiated after the required arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs associated with the legal action.

LIMITATION OF LIABILITY

You agree that under no circumstances, we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall be liable for any direct, indirect, incidental, consequential, equitable, special, punitive, exemplary or any other damages resulting from your use of this Website including but not limited to all the content, information, products, services and graphics presented here.

You expressly agree that your use of the Website is at your sole risk and that you are solely responsible for the accuracy of the personal and any information you provide, outcome of your actions, personal and business results, and for all other use in connection with the Website.

You also expressly agree that we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall not be liable to you for any damages resulting from 1) any errors or omissions on the Website, delay or denial of any products or services, failure of performance of any kind, interruption in the operation and your use of the Website, website attacks including computer virus, hacking of information, and any other system failures; 2) any loss of income, use, data, revenue, profits, business or any goodwill related to the Website; 3) any theft or unauthorized access by third party of your information from the Website regardless of our negligence; and 4) any use or misuse of the information, products and/or services offered here.

This limitation of liability shall apply whether such liability arises from negligence, breach of contract, tort or any other legal theory of liability. You agree that we provide no express or implied guarantees to you for the content presented here, and you accept that no particular results are being promised to you here.

INDEMNIFICATION

You agree to indemnify and hold the Organization and/or its officers, employees, successors, shareholders, joint venture partners or anyone else working with us harmless from all losses, claims, damages, demands, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by you arising, in whole or in part, from: (a) actions or omissions, whether done negligently or otherwise, by you, your agents, directors, officers, employees or representatives; (b) all your actions and use of the Website including purchasing products and services; (c) violation of any laws, rules, regulations or ordinances by you; or (d) violation of any terms and conditions of this Website by you or anyone related to you; e) infringement by you or any other user of your account of any intellectual property or other rights of anyone. The Organization will notify you promptly of any such claims or liability and reserves the right to defend such claim, liability or damage at your expense. You shall fully cooperate and provide assistance to us if requested, without any cost, to defend any such claims.

ENTIRE AGREEMENT

These Terms and Conditions along with our Privacy Policy and Disclaimer constitute the entire agreement between you and us with respect to this Website. It supersedes all prior or contemporaneous communications, discussions, negotiations or proposals we may have had with you whether electronic, oral or written.

A printed version of this entire agreement including the Privacy Policy and Disclaimer and of any notice given in electronic form shall be admissible in judicial or administrative proceedings with respect to this Website to the same extent and given the same effect as other business contracts and documents kept and maintained in printed form.

SEVERABILITY

If any provision in these Terms and Conditions is deemed by a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect, and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.

CONTACT

For any questions, please contact us at youthformonarchs@gmail.com.