

Terms of Use

Effective on April 14, 2015

Welcome to Harmonyluvfoundation.org! We encourage you to use the services described below in accordance with these Terms of Use (“[Terms](#)”). Please take a moment to carefully read through these Terms.

1. Description of Services and Acceptance of Terms

Harmony Smith Luv Foundation for Kids with Cerebral Palsy (“HSLF,” “we,” or “us”) provides information, resource referral, conventional medical treatment, holistic care, alternative medicine treatments, and caregiver support. HSLF displays a collection of educational resources, and shares relevant information and news about Cerebral Palsy.

Your continued use of Harmonyluvfoundation.org (the “Website”) or any service, products, and programs (collectively “Online Services”) will indicate that you are to be bound by the Terms. If you do not agree to be bound by the terms and conditions, promptly exit the Website.

2. Changes to These Terms

The Terms may be modified at any time by HSLF. You should look at these Terms regularly, which are posted on the Website. If we make a material change to these Terms, we will notify you by posting notice of the change on the Website. All changes are effective immediately when we post them. Each visit to the Website shall constitute and be deemed an unconditional acceptance of these Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

4. Access and Use of the HSLF Services

4.1 Age. If you are 13 years of age or younger, please do not use this Website for any purpose. This Website is offered and available to users who are at least 13 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with HSLF.

4.2 Communications from HSLF. You understand that you may receive certain communications from HSLF such as information about events or news about Cerebral Palsy. You understand that these communications shall be considered part of using the Website. A complete statement of Company's current privacy policy can be found at [Privacy Policy](#).

4.3 Privacy. Personal data that you provide will be handled in accordance with the HSLF Privacy Policy. Please review our Privacy Policy at: [Privacy Policy](#).

4.4 California Use Only. The Website is controlled and operated by HSLF from its offices in the State of California. Your use of or access to the Website should not be construed as HSLF purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

4.5 Registration. To receive information from HSLF we require that you provide your name, mailing address, phone number, and email through the "contact us" e-mail address. In addition, HSLF may collect information you share and post (including communications, suggestions, concerns, experiences or ideas) using the blog on the Website.

4.6 Donations. All electronic monetary donations are completed through Bank of America Merchant Services, which is a third party website not owned or maintained by HSLF. HSLF does not retain any of your financial information. Please be careful to read the terms of use and privacy policy of Bank of America Merchant Services before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website or destination.

4.7 Collection and Use of Personal Information. For information about HSLF's policies and practices regarding the collection of your information, please read HSLF's Privacy Policy available at [Privacy Policy](#). The Privacy Policy is incorporated by reference and made part of

these Terms. Thus, by agreeing to these Terms, you agree that your presence on the Website and use of the Online Services are governed by the HSLF Privacy Policy at the time of your use. Personal data that you provide will be handled in accordance with the HSLF Privacy Policy.

5. Prohibited Uses

HSLF grants you limited, revocable, nonexclusive permission to use this Website only for lawful purposes and in accordance with these Terms. You must not reproduce, distribute, assign, sublicense, modify, create derivative works of, publicly display, or republish any of the material on our Website. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US 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 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 HSLF 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 Website 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.

The use of this Website is at the discretion of HSLF and we may block your access to this Website at any time.

6. Customer Communications

We welcome the submission of requests for information, comments, or feedback through the Website. Users may post comments, reviews, and other content on the Blog section of this Website. Your contributions to the Website are at your own risk. In order to keep the Online Services friendly and enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the user material that you post and limit yourself to user material directly relevant to the Online Services. Note that you should also be careful if you decide to post additional personal information, such as your email address, telephone number, or street address, which will appear to the public each time you post. Additionally, user's comments, reviews and other content must not infringe the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

By submitting information, sending emails, and making contributions through the Website, you agree that the information submitted shall be subject to the [Privacy Policy](#).

7. Linked Destinations

If we provide links or pointers to other websites or destinations, you should not infer or assume that HSLF operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Online Services, we will not warn you that you have left the Online Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website or destination.

HSLF is not responsible for the content or practices of any website or destination other than the Online Services, even if it links to the Online Services. HSLF is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Website.

8. Intellectual Property Rights

All content included in this Website (including but not limited to information, software, text, logos, displays, graphics, sounds, video and audio, images and the design selection and arrangement) is and shall continue to be owned by HSLF, its licensors or other providers of such material and are protected by United States trademark, patent, trade secret and other intellectual property or proprietary laws. Nothing contained on the Website should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by HSLF or by any third party.

9. Monitoring and Enforcement

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, including if we believe that such User Contribution violates the Terms, including the content standards, infringes any intellectual property

right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for HSLF.

- Disclose your identity or other information about you 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.

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 or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS HSLF FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HSLF DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER HSLF OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all 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 nonperformance of the activities described in this section.

10. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services.

All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by HSLF, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of HSLF. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

11. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HSLF NOR ANY PERSON ASSOCIATED WITH HSLF MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER HSLF NOR ANYONE ASSOCIATED WITH HSLF REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE

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HSLF HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Liability

IN NO EVENT WILL HSLF, ITS 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, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, 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.

13. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HSLF PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE HSLF SERVICES. INCLUDING BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THE WEBSITE'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE.

14. Severability; Waiver

In the event that a court of competent jurisdiction finds any term or condition in these Terms to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15. Choice of Law and Forum

These Terms are governed by, and construed in accordance with, the laws of the State of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts without giving effect to principles of conflicts of law. You and HSLF agree to submit to the exclusive jurisdiction of the courts located in the San Diego County of the State of California.

16. Your Comments and Concerns

This Website is operated by HSLF. If you have any feedback, questions or concerns regarding the Terms, please contact us at: stacy@harmonyluvfoundation.org.

Thank you for visiting the Website.