

# TERMS OF USE

Last Updated: August 16, 2022

**Agreement to Terms.** These Terms of Use constitute a legally binding agreement made between you, whether personally or the entity on behalf of which you have accessed the Site (“**you**”), and Northeast Iowa Community Action Corporation (“**NEICAC**”, “**we**”, “**us**”, or “**our**”). These Terms of Use and the other terms and policies referred to herein govern your access to and use of the [www.neicac.org](http://www.neicac.org) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Site**” or “**Service**”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE AND THE OTHER TERMS AND POLICIES REFERRED TO HEREIN, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE OR COMMUNICATION ISSUED BY YOU TO NEICAC AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY NEICAC, SHALL BE WHOLLY INAPPLICABLE TO YOUR ACCESS TO AND USE OF THE SITE, AND SHALL NOT BE BINDING IN ANY WAY ON NEICAC. IF YOU ARE ACCESSING OR USING THE SITE ON BEHALF OF AN ENTITY, THEN BY ACCESSING THE SITE YOU HEREBY (A) REPRESENT TO US THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND SUCH ENTITY TO THESE TERMS OF USE AND THE OTHER TERMS AND POLICIES REFERRED TO HEREIN AND (B) ACKNOWLEDGE AND AGREE THAT WE ARE RELYING ON SUCH REPRESENTATION BY PERMITTING YOU TO USE THE SITE.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use and to the other terms and policies referred to herein (including, without limitation, the Privacy Policy (each as defined below)) (collectively, the “**Additional Terms**”) at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use or the “Last updated” date of such Additional Terms, as the case may be, and, except to the extent prohibited by mandatory applicable law, you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use and the Additional Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use and in any revised Additional Terms by your continued use of the Site after the date such revised Terms of Use or revised Additional Terms, as the case may be, are posted.

The Site is hosted in the United States. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

**Proprietary Rights.** NEICAC owns and retains all proprietary rights in the Site, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Site contains the copyrighted material, trademarks, and other proprietary information of NEICAC and its

licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Site, without first obtaining the prior written consent of NEICAC or, if such property is not owned by NEICAC, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

**Prohibited Activities.** NEICAC reserves the right to investigate, suspend and/or terminate your account or access to the Site if you have misused the Site or behaved in a way NEICAC regards as inappropriate or unlawful. The following is a partial list of the type of actions that you may not engage in with respect to the Site. You will not:

1. impersonate any person or entity;
2. use the Site in an illegal manner or to commit an illegal act;
3. access the Site in a jurisdiction in which it is illegal or unauthorized;
4. ask or use users to conceal the identity, source, or destination of any illegally gained money or products;
5. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
6. collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Site;
7. interfere with or disrupt the Site or the servers or networks connected to the Site;
8. email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Site (either directly or indirectly through use of third party software).

**Modifications to Site or Service.** NEICAC reserves the right at any time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that NEICAC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. To protect the integrity of the Site, NEICAC reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

**Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. identification of the copyrighted work that you claim has been infringed;
2. identification of the material that you claim is infringing and information reasonably sufficient to enable NEICAC to find the material on the Sites, such as a URL;
3. your address, telephone number and email address;
4. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
5. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Notice of claims of copyright infringement should be provided to NEICAC's Copyright Agent (the Copyright Agent shall also be responsive for any claims of copyright infringement regarding the Digital Millennium Copyright Act) at \_\_\_\_\_[.org](https://www.naicac.org) or the following address:

NEICAC will terminate the accounts of repeat infringers.

#### **Disclaimers.**

**1. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEICAC PROVIDES THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEICAC DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED.**

**2. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SITE.**

3. From time to time, NEICAC may make third party opinions, advice, statements, offers, or other third party information or content available through the Site. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. **NEICAC DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SITE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SITE. UNDER NO CIRCUMSTANCES WILL NEICAC OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SITE, OR TRANSMITTED TO OR BY ANY USERS.**

**Links to Other Websites or Resources.** The Site may contain, and the Site or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that NEICAC is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that NEICAC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

**Limitation on Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL NEICAC, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF NEICAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEICAC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO NEICAC FOR THE SITE WHILE YOU HAVE AN ACCOUNT. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.**

**Governing Law.** This Agreement, and any dispute between you and NEICAC, shall be governed by the laws of the state of Iowa without regard to principles of conflicts of law. Any action shall take place in Linn County, Iowa and you consent to said jurisdiction.

**Indemnity.** You agree to indemnify and hold NEICAC, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, directors, agents, partners, employees and volunteers, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content that you post in, through or in connection with the Site, and the violation of any law or regulation by you. NEICAC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with NEICAC in connection therewith.

**Notice.** NEICAC may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings in the Site. Such notices may not be received if you violate this Agreement by accessing the Site in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Site in an authorized manner.

**Entire Agreement; Other.** This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers in the Site, contains the entire agreement between you and NEICAC regarding the use of the Site. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of NEICAC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind NEICAC in any manner.