TERMS OF USE

Welcome to Price Philanthropies Foundation’s-Cardinals Interact website (together with all bulletin board, mailing list or other on-line forum available at cardinalsinteract.org, the “Website”), operated by Price Philanthropies Foundation (“Price Philanthropies”, “we” or “us”) and a third-party operator pursuant to contractual arrangements. We are a 501(c)(3) nonprofit whose mission is to transform the lives of youth and families through grantmaking and youth programs.

By using and participating in the Website, you signify that you have read these terms of use (these “Terms”) and agree to be bound by and comply with them. If you do not agree to be bound by these Terms, please promptly exit the Website. We reserve the right to modify these Terms at any time and will publish notice of any such modifications on-line at this site. By continuing to access the Website after notice of such modifications has been published, you signify your agreement to be bound by them. This Website is designed for and intended for use by adults. If you are under 18, you may use this Website only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of this Website.

Code of Conduct

You may not access or use the Website for any purpose other than that for which we make the Website available.

As a user of the Website, you agree not to:

1. Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Website, any portion of the Website and/or the content contained therein.
3. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.
4. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
5. Delete the copyright or other proprietary rights notice from any content.
6. Interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website.
7. Engage in unauthorized framing of or linking to the Website.
8. Copy or adapt the Website’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
9. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website.
10. Make any unauthorized use of the Website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
11. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

12. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website.

13. Use any information obtained from the Website in order to harass, abuse, or harm another person.

14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website to you.

15. Impersonate any person or entity, including, without limitation, any representative of Price Philanthropies; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that Price Philanthropies endorses any statement you make;

16. Use the Site to advertise or offer to sell goods and services.

17. Submit or otherwise transmit any data, information, or other material through the Website that (i) is copyrighted, protected by trade secret or otherwise subject to third party proprietary or intellectual property rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material; (ii) is unlawful, obscene, defamatory, libelous, threatening, fraudulent, abusive, pornographic, harassing, or encourages conduct that would be considered a criminal offense, or does or could give rise to civil liability or violate any law, rule or regulation, or is otherwise objectionable, or infringes our or any third party's intellectual property, or other rights; (iii) is intended to victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of age, disability, ethnicity, gender, race, religion, or sexual orientation; (iv) is non-public information about any third party that you are not authorized to disclose; (v) includes personally identifiable information of another individual without the prior consent of such individual; or (vi) is an advertisement, solicitation, chain letter, pyramid scheme, investment opportunity, or other unsolicited commercial communication.

18. Use the Site in a manner inconsistent with any applicable laws or regulations.

**Use of Publications, Trademarks, and Logos**

This Website has been prepared and is provided as a resource for general information purposes and as a reference tool only. Information on this Website may include articles, press releases, photographs, stories and case studies, reports, newsletters, video broadcasts, e-newsletters, quarterly updates, annual reports, and interviews with personnel, corporate and community partners, and volunteers (collectively, “Publications”). Unless otherwise expressly stated, all content provided on the Website is intellectual property that belongs to us.

In consideration for your agreement to the terms and conditions contained here, and subject to these Terms, we grant you a personal, non-exclusive, non-transferable license to access and use the Website. You are permitted to download information from the Website for your own personal informational use. You may also copy, distribute, adapt, and transmit content from this Website solely for not for-profit or educational purposes, provided that the use contains the following attribution: “Reproduced with permission of Price Philanthropies Foundation”. You may not suggest any other relationship, endorsement or affiliation with us unless you obtain express written permission.

For any other use, you must obtain express written permission from us.
You may not use or duplicate any Price Philanthropies and/or Cardinals Interact logos or trademarks without express written permission from us. To request permission for use of copyrighted material, trademarks, or logos, send an email to cardinals@pricephilanthropies.org.

Disclaimer of Warranty/Limitation of Liability

We make reasonable efforts that the Website is safe and accurate, but can make no warranties. You acknowledge and agree that:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND ANY INFORMATION, SERVICES AND OTHER CONTENT THEREIN ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE 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 COMPUTER SYSTEM, CELL PHONE, TABLET, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR ACCESS OF ANY SUCH CONTENT.

We do not warrant, and hereby disclaim any warranties, either express or implied, with respect to the accuracy, adequacy, timeliness or completeness of the Website, information obtained from the Website, or link to a site. We do not warrant that Website will operate in an uninterrupted or error-free manner or that it is free of viruses or other harmful components.

YOU AGREE THAT PRICE PHILANTHROPIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY’S) USE OR INABILITY TO USE THE WEBSITE, OR TO YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE. IN PARTICULAR, WE WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE THE WEBSITE, OR YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

We make no representation regarding your ability to transmit and receive information from or through the Website and you agree and acknowledge that your ability to access the Website may be impaired. We disclaim any and all liability resulting from or related to such events.

Information Provided to Us

Whenever you are prompted by the Website for identifying information, including, without limitation, when registering as a program participant, subscribing to our newsletter or mailing list, and when engaging in any other function on the Website, you shall (a) provide accurate, current, and complete information about yourself as prompted by the provided registration form and (b) maintain and update your information to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your use of the Website.
As part of the registration process, you may be assigned, via email, a username, and password. You shall be responsible for the confidentiality and use of your username and password and shall not transfer or resell your use of or access to the Website to any third party. If you have reason to believe that your account is no longer secure, you must promptly change your password and immediately notify us of the problem by emailing at cardinals@pricephilanthropies.org. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. PRICE PHILANTHROPIES IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE FOREGOING OBLIGATIONS.

When you visit this Website or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting notices on this Website.

Privacy Policy

We value and respect your privacy. We will not sell, share, or rent any information at any time. We will only collect private information with your consent.

Links to Other Websites

Links on the Website that lead to outside services and resources are provided for convenience only. We do not control the accuracy, nature, content or availability of those outside services and resources. These links are provided to help you locate other internet resources, and are not intended to be construed as a recommendation, referral or endorsement by us of views expressed, or any product, service, or information offered or contained, in such site. Any concerns regarding any such service or resource, or any link, should be directed to the particular service or resource.

Third Party Content

We respect copyright and trademark laws. Third-party material may appear on our Website, and those creators retain all rights to their works.

Indemnification

You agree to indemnify and hold harmless each of us, our affiliates, officers, directors, employees and volunteers from any claim or demand, including reasonable attorneys’ fees, made by any third party due to, arising out of, or related to your use of this Website, the violation of these Terms by you, or the infringement by you of any intellectual property or other right of any person or entity.

Notice for California Residents.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Website, please send an e-mail to cardinals@pricephilanthropies.org. You may also contact us by writing to 4305 University Avenue, Suite 600, San Diego CA 92105 or by calling us at (619) 795-2000. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
About These Terms – General Provisions

If we do not immediately take action to address a violation of these Terms, we are not waiving our rights to take action in the future. If any particular provision of these Terms is found to be unenforceable, that provision will be severable and will not affect any of the other provisions.

This Website is owned and operated by us from our offices in California. Your use of the Website, and any related legal action, will be governed by the laws of the State of California, without regard to conflict of laws principles. The sole jurisdiction for any litigation arising out of your use of or inquiries to the Website will be an appropriate federal or state court located in San Diego, California.

This Website is operated by a U.S. entity which is governed by the state and federal laws of the United States. The laws of your jurisdiction may be more or less strict. If you access this Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Changes to the Terms of Use

We reserve the right to make changes to any information or services on the Website, including these Terms, without notice to you. The most current Terms will be posted here on the Website and will be effective upon posting. The Effective Date will be posted with the most current. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms.

Effective Date: September 22, 2020