

## Child and Family Guidance Center Terms and Conditions of Use

**Last Updated: December 12, 2014**

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This is a legal agreement between you ("you" or "user") and CFGC that states the material terms and conditions that govern your use of the Sites. This agreement, together with all updates, supplements, additional terms, and all of CFGC's rules and policies collectively constitute this "Agreement" between you and CFGC. **BY ACCESSING THE SITES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE AND CONDITIONS OF USE STATED HEREIN, PLEASE IMMEDIATELY LEAVE THIS WEB SITE.**

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4. Trademarks/No Endorsement. All trademarks, service marks and trade names of CFGC used herein (including but not limited to: CFGC name, CFGC corporate logo, the Sites name, the Sites design, and any logos) (collectively "Marks") are trademarks or registered trademarks of CFGC or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify CFGC trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Sites, without CFGC' prior written consent. The use of CFGC trademarks on any other web site or network computer environment is not allowed. CFGC prohibits the use of CFGC trademarks as a "hot" link on or to any other web site unless establishment of such a link is approved in advance. You shall not use CFGC' name or any language, pictures or symbols which could, in CFGC' judgment, imply CFGC' endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

5. Account Registration and Security. You understand that you may need to create an account to have access to all of the parts of the Sites. In consideration of your use of the Sites, you will: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Sites' registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CFGC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CFGC has the right to suspend or terminate your account and refuse any and all current or future use of the Sites (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Sites using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services and Sites. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information. The

Sites may also include a tool that allows you to sign in or register using information from your account with a third party service, such as Facebook, Twitter, Google, Yahoo, OpenID, or LinkedIn. These third party services are unrelated to the Sites, and your login using such third party registration information and use of such third party services is subject to the terms and policies of those services.

6. Feedback. Any feedback, recommendations, ideas, suggestions or other similar information that you provide regarding the CFGC or the Services, whether requested by CFGC or not, including without limitation suggestions for new services or improvements or enhancements to the Services (collectively “Feedback”) will be considered the intellectual property of CFGC and CFGC will own all right, title and interest in such Feedback. CFGC shall have a right to use or incorporate (and You will have no intellectual property interest in) any Feedback into any products, services, and/or branding of CFGC.

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8. Inappropriate User Submissions. CFGC DOES NOT ENCOURAGE, AND DOES NOT SEEK USER SUBMISSIONS THAT RESULT FROM ANY ACTIVITY THAT: (I) MAY CREATE A RISK OF HARM, LOSS, PHYSICAL OR MENTAL INJURY, EMOTIONAL DISTRESS, DEATH, DISABILITY, DISFIGUREMENT, OR PHYSICAL OR MENTAL ILLNESS TO YOU, TO ANY OTHER PERSON, OR TO ANY ANIMAL; (II) MAY CREATE A RISK OF ANY OTHER LOSS OR DAMAGE TO ANY PERSON OR PROPERTY; (III) MAY CONSTITUTE A CRIME OR TORT. YOU AGREE THAT YOU HAVE NOT AND WILL NOT ENGAGE IN ANY OF THE FOREGOING ACTIVITIES IN CONNECTION WITH PRODUCING YOUR SUBMISSION; OR (IV) ARE SEXUAL IN NATURE. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress or abuse on other people, will not humiliate other people (publicly or otherwise), will not assault, stalk or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. CFGC will reject any submissions in which CFGC believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms of Use, CFGC reserves the right to determine, in its sole discretion, if such a violation has occurred, and to remove any such submission from the Site at any time and without notice.

9. Inappropriate Material. You are prohibited from using the Sites to post or send any unlawful, threatening, defamatory, hateful, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and his or her agents to civil and criminal penalties. In particular, any material that you post to our Sites that contain the following may be deleted by CFGC without notice:

- Hate speech, racial or religious intolerance
- Profanity, obscenity or vulgarity
- Nudity, pornography or sexually explicit material
- Defamation to a person or people
- Name calling and/or personal attacks
- Verbal abuse, slurs, or malicious personal insults
- Harassment, discrimination or retaliation
- Lies, false or misleading information
- Threatening, intimidating, or bullying behavior
- Comments whose main purpose is to sell a product
- Comments that infringe on copyrights
- Attorney-client privileged information
- Confidential or proprietary information, including trade secrets (e.g., information regarding the development of systems, processes, products, know-how and technology, reports, research, data, policies, procedures, or other internal business and patient-related confidential communications)
- Endorsements of political parties, candidates or groups
- Spam comments, repeated posting of the same comment, nonsensical or off topic comments
- Comments deemed to invade the right to privacy of CFGC clients or employees, including comments containing medical information

In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from leaving comments or participating in our forums and communities and/or the immediate removal of the related materials from the Sites at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials. CFGC will endeavor to apply these prohibitions in a manner that does not violate your free speech rights under the First Amendment or the rights of CFGC employees under applicable public sector labor relations statutes.

10. User Published Content. User Submissions and User published Content does not represent the views of CFGC or any individual associated with CFGC, and we do not control this Content. In no event shall you represent or suggest, directly or indirectly, CFGC' endorsement of user published Content. CFGC does not vouch for the accuracy or credibility of any user published Content on our Sites, and does not take any responsibility or assume any liability for any actions you may take as a result of reading user published Content on our Sites. Through your use of the Sites and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Sites, you assume all associated risks.

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12. Linking to the Sites. Running or displaying the Sites or any information or material displayed on the Sites in frames or through similar means on another web site without our prior written permission is prohibited. Any links to the Sites must comply will all applicable laws, rule and regulations.

13. Use of Social Media. Each social media site used by CFGC, e.g. Facebook, Twitter, etc. has its own unique terms of service. By communicating with CFGC through one of our social media accounts,

you are also subject to the terms of service of the social media site. For more information, please consult the social media site's terms of service.

14. Third Party Links. From time to time, the Sites may contain links to web sites that are not owned, operated or controlled by CFGC or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Sites. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other web site. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other web sites, or any content, materials or other information located or accessible from any other web sites, or the results that you may obtain from using any other web sites. If you decide to access any other web sites linked to or from this Sites, you do so entirely at your own risk.

15. Transactional Partners. In some cases we partner with another company to co-promote their services within our Sites. In these cases, you are transacting directly with the other party. On those pages, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by CFGC terms of service. When there is a conflict between these terms of service and the partner's terms of service, these terms of service will prevail.

16. Fees. For all charges associated with your donation for the challenges on the Sites, CFGC or its vendors or agents will bill your bank card or alternative payment method offered by CFGC. When you provide bank card information, account numbers or other information necessary to facilitate payment to us or our vendors, you represent to us that you are the authorized user of the bank card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse CFGC and its vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of the Sites.

17. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Sites; or (iii) bypass any measures we may use to prevent or restrict access to the Sites.

18. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of a user's e-mail unless required in the course of normal maintenance of the Sites and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on CFGC or the Sites; (2) protect and defend the rights or property of CFGC, the Sites, or the users of the Sites; or (3) act in an emergency to protect the personal safety of our users, the Sites, or the public. Users shall remain solely responsible for the content of their messages and CFGC shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Sites at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Use access to the Sites.

19. General Representations and Warranties. You represent that You are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and Your use of the Sites and Services is and will be in compliance with all applicable laws. Furthermore, You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent and warrant the following: (i) You have obtained all consents, and possess all copyright, patent, trademark, trade secret and any other proprietary rights, or the necessary licenses thereto, to grant the license in Section 3; and (ii) if necessary you have the written consent of each and every

identifiable natural person in the User Submission to use such persons name or likeness in the manner contemplated by the Sites and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

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22. Indemnity. You agree to defend, indemnify and hold CFGC and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) the use of the Sites or the Internet or your placement or transmission of

any message or information on this Sites by you or your authorized users; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any User Submission that you provide to CFGC; or (vi) any other party's access and use of the Sites with your username, password or other appropriate security code.

23. Release. In the event that you have a dispute with one or more other users of the Sites, you release CFGC (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes, including without limitation any intellectual property dispute or any dispute over the payment of the challenge.

24. Termination. You or we may suspend or terminate your account or your use of this Sites at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We may also block your access to our Sites in the event that (a) you breach these Terms of Use; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

25. Force Majeure. Neither CFGC nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

26. Privacy. Data collection and use, including data collection and use of personally identifiable information is governed by CFGC' Privacy Policy [[www.childguidance.org/wp-content/uploads/Notice\\_of\\_Privacy\\_Practices-2014.pdf](http://www.childguidance.org/wp-content/uploads/Notice_of_Privacy_Practices-2014.pdf)] which is incorporated into and is a part of this Agreement.

27. General. Any claim relating to, and the use of, this Sites and the materials contained herein is governed by the laws of the state of California. You consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_, \_\_\_\_\_. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We do not guarantee continuous, uninterrupted or secure access to our Sites or Services, and operation of the Sites may be interfered with by numerous factors outside of our control. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Use and all incorporated agreements may be automatically assigned by CFGC in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use set forth the entire understanding and agreement between us with respect to the subject matter hereof.

28. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE. In operating the Sites, we may act as a "services provider" (as defined by DMCA) and offer services as online provider of materials and links to third party web sites. As a result, third party materials that we do not own or control may be transmitted,

stored, accessed or otherwise made available using the Sites. CFGC has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Sites. CFGC has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of CFGC or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. If you believe any material available via the Sites infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is \_\_\_\_\_. **[Requires name, address, phone number and e-mail address of designated agent. The same information needs to be filed with the Copyright Office.]**

Please provide the following notice:

1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
2. Identify the material on the Sites that you claim is infringing, with enough detail so that we may locate it on the Sites;
3. A 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;
4. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
5. Your address, telephone number, and email address; and
6. Your physical or electronic signature.

We may give notice to our users of any infringement notice by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

29. Entire Agreement. These terms and conditions are the entire agreement between the user and CFGC and supersede any prior understandings or agreements (written or oral).

30. Additional Assistance. If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact our office by email at [info@childguidance.org](mailto:info@childguidance.org).



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