

# TERMS OF USE

Welcome to the website (“Site”) of The BlinkNow Foundation (“BlinkNow”, “we”, “our” or “us”). Your usage of the Site constitutes your agreement to all terms and conditions contained or referenced in these Terms of Use. We reserve the right to change this Site and modify these Terms of Use at any time without notice. Your continued use of the Site after any such changes or modifications constitutes your acceptance of those changes.

## **CHILDREN**

Although BlinkNow’s mission is to help orphaned, impoverished and at-risk children, this Site is not targeted towards, directed to or intended for use by children under the age of 18. By using this Site, you represent that you are at least 18 years of age.

## **USER CONDUCT**

BlinkNow intends this Site to be a positive environment, consistent with its mission. All users are expected to engage with the site in a responsible, respectful manner.

## PROHIBITED ACTIVITIES

You are hereby prohibited from posting or uploading any content or data of any kind that: (a) is represented as being from someone other than yourself; (b) violates the intellectual property or other rights of any other party; (c) is defamatory, libelous, abusive, harassing, threatening, indecent or obscene; (d) is disruptive to the Site or its visitors, including “flaming”, “flooding” or “spamming”; (e) violates the privacy of any third party; (f) contains any malware, spyware, viruses, bugs or other harmful or malicious code; (g) is commercial or advertises or offers to sell or lease any products or services (regardless of expectation of profit); (h) solicits others for causes or campaigns not authorized by us (including without limit, for volunteers, contributions or donations); (i) is illegal or encourages or advocates illegal activity, or (j) could give rise to any civil or criminal liability.

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## **LIMITATION OF LIABILITY**

This Site, including all content and functionality contained herein, is provided on an "as is" basis. BlinkNow expressly disclaims:

- all warranties of any kind, whether express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or security;
- any warranty that the Site's operation will be continuous and free from interruption, delays, errors, viruses, malware, spyware or other harmful components; and
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Should your jurisdiction's laws prohibit the disclaimer of implied or other warranties or certain types of damages, the above disclaimer may not apply to you. **IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ANY LOSSES, DAMAGES, OR CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).**

## **INDEMNIFICATION; REMEDIES**

You agree to indemnify and hold harmless BlinkNow and its directors, officers, employees, agents, representatives and assigns, from and against any actions, claims, damages or demands, disputes, expenses or losses, including reasonable attorneys' fees and litigation costs, arising from or relating to your access to or usage of this Site, these Terms of Use, our Privacy Statement or other content herein. You agree any remedy at law for actual or threatened breaches of these Terms of Use or our Privacy Statement would be inadequate and we shall be entitled to injunctive relief or specific performance, in addition to any remedies at law or in equity we may be entitled to recover, together with reasonable attorneys' fees or associated litigation or dispute resolution costs or expenses. No right or remedy of ours shall be exclusive of any other, and no waivers by us of our rights or remedies hereunder or under the Privacy Statement shall constitute a waiver of any other right, term or condition.

## **JURISDICTION**

This Site is operated, controlled and directed to users in the United States of America. We do not represent that the content or functionality of the Site are appropriate for or directed to users outside the United States of America. All matters relating arising from or relating to your access to or usage of this Site, these Terms of Use, our Privacy Statement or other content herein shall be governed by the federal laws of the United States of America and the laws of the State of New Jersey, without giving any effect to any principles of conflict of laws. You hereby agree that the exclusive jurisdiction and venue for any actions concerning your access to or usage of the Site, these Terms of Use, our Privacy Statement or other content herein shall be the state and federal courts of New Jersey, and that such actions must be filed within one (1) year after the cause of action arose; otherwise, such action shall be permanently barred.

## **SEVERABILITY**

If any provision herein is held invalid, unenforceable or void, that provision will be considered severable from the remaining terms, and the remaining terms shall continue in full force and effect.

## **TERMINATION**

BlinkNow reserves the right to terminate any account, ID or password or access to the Site, and to delete any content posted to the Site, at any time, for any reason, without prior notice, in its sole discretion. You agree that BlinkNow shall not be liable to you or any third party for any such terminations hereunder.

## **CONTACT US**

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