

TERMS & CONDITIONS

Welcome to the official website of **The Gifted Child Society (TGCS)**, a 501(c)(3) non-profit organization headquartered in Allendale, New Jersey. Our online properties are comprised of, but not limited to, all pages found under <u>www.gifted.org</u>. These terms and conditions apply to this site and other sites, mobile apps, or other online services we may operate that link to these terms (collectively, referred to below as the "Site"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF TGCS WEBSITES. By using the pages on this site, you signify your agreement to these Terms and Conditions. If you do not agree to these terms of use, please do not use the site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of the site following the posting of changes to these terms will mean you accept those changes.

OWNERSHIP AND RESTRICTIONS ON USE OF MATERIALS

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials contained on the site (collectively, the "Contents") are protected by copyrights, trademarks, trade dress, and/or other intellectual properties owned, controlled, or licensed by TGCS.

The Contents of the site are intended solely for personal, noncommercial (other than for the purchase of programs or services from our site) use by the users of our site. You may view, copy, and print the Contents displayed on this site subject to the following conditions:

(i) you use the material for noncommercial use only,

(ii) you keep intact all copyright and other proprietary notices,

(iii) you make no modifications to any materials,

(iv) you do not use the materials in a manner that suggests an association with any of our products, services, or brands, and

(v) you do not download quantities of materials to a database that can be used to avoid future downloads from the site.

For purposes of these terms, the use of any such material on any other website or computer environment is prohibited. No right, title, or interest in any downloaded Contents or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Contents, the site, or any related software. You may not attempt to decompile or reverse engineer any of the software used by TGCS as part of the website.

REGISTRATION AND ACCOUNT SECURITY

Certain features of the site provide you with the option of setting up an account for which you will receive a user ID and password. User IDs and passwords are confidential and proprietary. It is a violation of these Terms and Conditions for you to: (a) provide any false personal information on the site, or create an account for anyone other than yourself without permission, (b) create another account without our permission if we disable your account, or (c) do anything else that might jeopardize the security of your account. You are solely responsible for any unauthorized use of your user ID and password.

COPYRIGHT AND TRADEMARK INFORMATION

TGCS has the sole and exclusive right to have and use all service marks, trademarks, emblems, descriptive or designating marks, and other words now or heretofore used in carrying out its programs and is the sole owner of the TGCS name, service mark, and trademark, and of all other associated names, marks, slogans, insignias, logotypes and designs, including but not limited to the distinctive STAR/HEART design mark and such other trademarks and service marks displayed throughout (hereinafter collectively identified as the "Intellectual Property"). All other trademarks displayed on this site or through links to other sites are the property of the respective trademark owners.

DISCLAIMER OF WARRANTIES

The materials in this site are provided "as is" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. TGCS disclaims all warranties or merchantability and fitness for a particular purpose. TGCS does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. TGCS does not warrant or make any representations regarding the use of or the result of the use of the material in this site in terms of their correctness, accuracy, reliability, or otherwise.

SITE CONTENTS

Information on any site is provided with the understanding that TGCS is not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

INACCURACY DISCLAIMER

The material in this site could include technical inaccuracies, typographical errors, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall TGCS be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of, or the inability to use, any TGCS site or a site that is linked to this site, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort including, but not limited to, negligence, or otherwise) exceed the amount paid by you, if any, for accessing this site.

INDEMNIFICATION

You agree to defend, indemnify, and hold TGCS harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the site or the content you post to the site.

USER COMMENTS, FEEDBACK, SUBMISSIONS, AND POSTINGS

TGCS may allow you to communicate, submit, upload, transmit or otherwise make available text, images, audio, video, and other content through the site (collectively, the "Submission(s)"), including in the form of comments, feedback, submissions, or other information. By transmitting Submissions on or through the site, you grant TGCS a perpetual, irrevocable, worldwide, royalty-free, assignable, sublicensable license to use, reproduce, store, modify, display, distribute, prepare derivative works based on, and transmit such Submissions, and you waive any and all moral rights and publicity rights in such Submissions. TGCS will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product, or promotion ideas) and will not incur any liability as a result of any similarities that may appear in future TGCS business. TGCS will be entitled to use the Submission for any noncommercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you own whatever material you submit, and use of your Submission by TGCS will not infringe or violate the rights of any third party.

You may not make any Submissions that (i) are or may reasonably be considered to be, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, bigoted, hateful, or racially, ethnically or otherwise offensive or objectionable, (ii) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, intellectual property, consumer protection, unfair competition, anti-discrimination, or false advertising), or (iii) are known to you to be false, inaccurate, or misleading.

TGCS has the right, but not the obligation, to monitor, screen, block, post, remove, modify, store and review Submissions or any other communications sent through the site, at any time and for any reason, including to ensure that Submissions conform to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations in any Submissions posted or sent by users.

REPORTING OF ABUSIVE OR UNLAWFUL SUBMISSIONS OR CONTENT

If you have knowledge of abusive, infringing or otherwise unlawful Submissions or other content on the site, we want to know. Please send an e-mail to <u>admin@gifted.org</u> describing the content or conduct in detail, including the website address where the content is found and the date and time viewed, and we will investigate removing this material from the site.

LINKS TO OTHER WEBSITES AND SERVICES

This site may be linked to other sites and services that are not maintained by TGCS. TGCS is not responsible for the content of those sites. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed on or otherwise linked to the site. The inclusion of any link to such sites does not imply endorsement by TGCS. TGCS makes no representations whatsoever about any other website which you may access through this one.

Please exercise discretion while browsing the Internet. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. Please keep in mind that whenever you give out personal information online that information can be collected and used by people you don't know. While TGCS strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk. We reserve the right to disable links from third-party sites to the site.

JURISDICTIONAL ISSUES

This publication is distributed internationally and may contain references to programs, products, and services that are not available in your country, state, or particular location. These references do not imply that TGCS intends to announce or provide programs, products, or services in your country, state, or particular location. Unless otherwise specified, the Contents on any site are presented solely for the purposes of promoting programs, products, services, and other content available in the geographic areas in which TGCS operates in the United States and its territories, possessions, and protectorates. Those who choose to access a site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

GENERAL PROVISIONS

These Terms and Conditions will be governed and be interpreted pursuant to the laws of the State of New Jersey, United States of America, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of the site shall be filed only in the federal courts located in New Jersey. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this site for illegal purposes will be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this site.

TGCS may revise these Terms and Conditions at any time by updating this posting, at TGCS discretion.

TERMINATION

These terms are effective until terminated by either party. Your access to the site may be terminated immediately without notice from us if in our sole discretion you fail to comply with any term or provision of these terms. Upon termination, you must cease use of the site and destroy all Contents obtained from the site and all copies thereof, whether made under these terms or otherwise.

HOW TO CONTACT US

If you have any questions about our Terms and Conditions, you can contact us at:

The Gifted Child Society 70 Hilltop Road, Suite 3015 Ramsey, New Jersey 07446-1155 Phone: (201) 444-6530 Email: <u>admin@gifted.org</u>

Thank you for visiting our site!

Last Update: 9/19/19