

# Foundation Terms of Use

## Terms of Use

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### 1. Changes to Terms

We may update or amend these Terms from time to time. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter.

### 2. Access and Use

You represent and agree that all information that you provide to us in connection with your access to and use of the Site is, at the time of submission, true, accurate, and complete to the best of your knowledge, ability, and belief. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue service or access to the Site (or any portions, components, or features of the Site) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability. Failure to comply with these Terms may, among other things, result in the immediate termination of your access to and use of the Site.

### 3. Notice of Website Privacy Practices

Information that we collect about you or that you submit or provide through your access to and use of the Site is subject to our Notice of Website Privacy Practices, the terms of which are incorporated into these Terms by reference. We encourage you to read and become familiar with our privacy practices.

### 4. Security

We take commercially reasonable measures as we deem appropriate to secure and protect information transmitted to and from the Site. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure.

## 5. Proprietary Content

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Foundation, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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## 8. Use of Submissions

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## 9. User Conduct

In connection with your access to and use of the Site and that of any person authorized by you to use the Site, you are responsible for compliance with all applicable laws, regulations, and policies of all relevant jurisdictions. Specifically, among other things, you agree that by or while accessing or using the Site you will not:

- restrict or inhibit any other user from using or enjoying the Site;
- represent yourself as another or as a fictitious individual, unless you are participating in an area of the Site that requires or encourages anonymity;
- disrupt or interfere with the Site or its operation or availability, or alter or tamper with the content;
- post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;
- post or transmit any information that is invasive of privacy or publicity rights or that violates or infringes in any way upon the rights of others;
- post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication or engage in spamming, flooding, or any denial of service attack;
- post or transmit any data or information out of the country in which you reside in violation of applicable law;
- post or transmit any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software; and
- post or transmit any information or software which contains a virus, trojan horse, worm, or other disabling device or harmful component.

The above assurances and commitments by you shall survive termination of these Terms.

## 10. Links

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## 11. Links to the Site

You may not: (a) “deep link” to any other page of the Site; (b) “frame” the Site or any Content or otherwise cause the Site or any Content to appear in a window with any other material that does not constitute Content; (c) cause the hyperlink to the Site, or the Site or any Content, to be displayed in any way that is disparaging to us, or any entity that is part of or associated with us; or (d) otherwise imply or state that any type of relationship or special arrangements exist with us, or any entity that is part of or associated with us, that have not been approved in writing by us. You agree that you will promptly remove any hyperlink to the Site upon written request from us to do so, at any time and for any reason. In no event will you use our logo or any other trademark as a hyperlink “button,” or in any other manner, without our express written consent.

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YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE FOUNDATION IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### 14. Indemnification

You agree to indemnify, defend and hold harmless the Foundation, its affiliates, licensors and respective officers, directors and employees, from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's

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These Terms shall be governed by and construed under the laws of the state of Arizona, without regard to conflicts of law principles or rules. Any legal action brought by you that arises out of or relates to these Terms and your access to and use of the Site or the Content must be commenced within one year after the cause of action arises. You and we each hereby expressly consent and irrevocably submit to the personal and exclusive jurisdiction in Phoenix, Arizona for resolution of any matters related to interpretation, construction, or enforcement of these Terms or otherwise in connection with these Terms, the Notice of Website Privacy Practices referenced herein, or otherwise related to or in connection with your access to and use of the Site, the Content, and the materials, products, and services available on or through the Site or through us. You and we each expressly waive any claim that venue is improper for any reason in these courts.

## 16. Questions Regarding the Site or these Terms

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