**Terms of Use**

7/14/17

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If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

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A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work allegedly infringed.

Information reasonably sufficient for the service provider to contact the complaining party (address, telephone number, email address).

A statement that the complaining party has a good faith belief that the copyrighted work has been infringed.

A statement that the information in the notification is accurate.

To file a Notice of Infringing Material, please contact the Company’s Copyright Agent:

Design Resources for Homelessness

3551 Blairstone Rd.

Suite 128-233

Tallahassee, FL 32301

Phone: (850) 228-2888

Email: designforhomelessness@gmail.com

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To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

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Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Website.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

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All of your User Contributions comply with these Terms of Use and applicable law.

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Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

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Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Terminate or suspend Your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

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Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

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Promote any illegal activity, or advocate, promote or assist any unlawful act.

Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

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

Indemnification

You agree to defend, indemnify and hold harmless the Company, affiliates, licensors, contractors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your actions, negligence, and/or 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 content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Process for Consumer-Related Disputes (collectively, the “AAA Rules”) if applicable. The arbitration shall be held in Tysons, Virginia. The arbitrator will decide the substance of all claims in accordance with the laws of the state of Virginia. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s Rules, unless otherwise provided in this Agreement

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the City of Tysons and County of Fairfax County. The Parties irrevocably consent to the exclusive jurisdiction of such courts and waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER YOU KNOW, OR REASONABLY SHOULD KNOW, OF ANY EVENT OR OMISSION GIVING RISE TO SUCH CAUSE OF ACTION OR CLAIM, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective when posted and apply to all access to and use of the Website. Thereafter, your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You should check this page each time you access this Website so you are aware of any changes, as they are binding on You.

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No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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