



## Grand Rapids Community Foundation's Website Terms of Use of Agreement

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By using [www.grfoundation.org](http://www.grfoundation.org), [givegr.org](http://givegr.org), [challengescholars.org](http://challengescholars.org), and our related domains, social media channels, services, information, web postings, products and tools (collectively, "Website") you, the User, are agreeing to the following terms and principles. This terms of use agreement ("Agreement") is effective immediately for all Users of the Website and is by and between you, the User and Grand Rapids Community Foundation ("Foundation" or "we" or "us").

Please read the Terms of Use carefully before you start to use the Website. If you do not agree with the Terms of Use, please do not use our Website.

### 1. Mission

The Foundation is a nonprofit organization that connects people, passion and resources. Our mission is to build and manage our community's permanent endowment and lead the community to strengthen the lives of its people. With our partners, the Foundation uses the tools of philanthropy to find solutions to pressing issues. We provide grants to support the work of nonprofits, scholarships to local students and other forms of support to communities working to eliminate barriers to opportunity, prosperity and belonging. We envision a magnetic and interconnected West Michigan community.

### 2. User Eligibility

Use of the Website is void where prohibited. Your use of the Website constitutes your representation that (1) all information you submitted in your registration is truthful and accurate; (2) that you will update your registration information when changes occur; (3) that you are at least 13 years of age; (4) that, if you are under the age of 18, you have the authorization of your legal guardian, and (5) that your use of the Website does not violate any state, federal, or other law which applies in your jurisdiction.

### 3. Accessing the Website and User Consent

In the course of providing services to you, you may be asked to provide certain registration details, personal information, and payment card information. You agree that all information you provide to register with this Website, the Foundation, its service providers, partners, or affiliates, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with our Privacy Policy ("Consent").

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.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **4. User Consent to Share User's Information with Service Providers**

The Foundation uses third parties to assist us in operating our Website and providing services to you, so long as those parties agree to keep your information confidential.

Those trusted third-party partners may:

- Provide you and our Foundation, and its affiliated entities with various services
- Provide database maintenance and security
- Help us manage transactions
- Help us process and fulfill requests, applications, and forms submitted to us
- Create an account on such third-party site to provide various services to you

By using this Website, the User consents to the Foundation's sharing the User's information with its service providers and their service providers.

**Disclosure in the Event of Transfer of Service Providers.** If we are involved in a transition of service to another provider, then your Personal Information may be transferred as part of such a transaction, as permitted by law and/or contract. By providing your personal information to us, you consent to such a transfer.

#### **5. User Contributions**

The Website or its social media channels may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers.

All of your User Contributions do and will comply with these Terms of Use.

#### **6. Content Standards**

The following Content Standards apply to any and all User Contributions and use of Interactive Services. You are responsible for any and all User Contributions, including without limitation data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links which you post to the Website. Please use common sense when posting Content to the Website. Postings which may violate any state, federal, or other law which applies in your jurisdiction, whether civil or criminal, are strictly prohibited. Refrain from posting any Content which contains profanity or nudity. The Foundation reserves the right to reject, refuse to post, or delete any Content for any reason, including, but not limited to, Content which, in the sole judgment of the Foundation, violates this Agreement or which otherwise may be deemed offensive or rude. The Foundation

does not assume responsibility for monitoring user posted Content. However, if you believe you have identified a violation of this Agreement, please report the abuse to the Privacy Officer whose contact information is listed below.

## **7. The Foundation's Intellectual Property and Trademark Rights**

The Website, its features, and functionality including but not limited to the software, displays of information (including text, audio, video, images) and the design, selection, and arrangement thereof are owned by the Foundation or its service providers and are protected by copyright and other intellectual property or proprietary rights laws.

All content posted by the Foundation is protected by copyright laws and may not be reproduced, republished, distributed, transmitted, sold, displayed, broadcast or otherwise exploited in any commercial or for profit manner without the prior written consent of the Foundation.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

The Foundation and related logos are subject to copyright and trademark protections. You must not use such marks without the prior written permission of the Foundation.

## **8. Authors and Bloggers**

As stated below, the Foundation does not warrant any of the information provided on the Website. Please use common sense when reviewing articles and blogs posted by our staff or community members. You should not rely in any way on any information posted on the Website.

## **9. Privacy**

Your privacy is very important to the Foundation. Please read the Foundation's [Privacy Policy](#). The Foundation's Privacy Policy, as it may change from time to time, shall be considered a part of this Agreement.

## **10. Online Donations and the Establishment of Funds**

All donations made or funds established through the Website or resulting from visits made by you are governed by the Foundation's [policies](#) regarding same where applicable, which are hereby incorporated into these Terms of Use.

Use of the services on the Website and or the submission of any applications or forms through the Website does not guarantee that you or your organization will be approved or receive any funding, grants, or scholarships.

THE FOUNDATION DOES NOT COLLECT PAYMENT CARD INFORMATION, FOR EXAMPLE DEBIT OR CREDIT CARD INFORMATION, ("PCI") FROM USERS. THE FOUNDATION USES A THIRD-PARTY HOSTED PAYMENT PAGE AND PCI PROCESSOR. BY SUBMITTING PAYMENT THROUGH THE FOUNDATION'S WEBSITE, YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL AND PCI INFORMATION BY OUR SERVICE PROVIDERS.

## **11. Liability Limitation**

The liability, if any, of the Foundation and its agents, servants, representatives, members, officers, and employees with regard to your use of the Website for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, shall not exceed \$25.00. In no event shall the Foundation and its agents, servants, representatives, members, officers, and employees be liable for indirect, special, or consequential damages.

## 12. Indemnification

You agree to indemnify, defend and hold the Foundation and its partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates, harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Website.

## 13. No Waiver

The Foundation's failure to enforce any provision of this Agreement does not waive future enforcement.

## 14. Disclaimer of Warranty

### DISCLAIMER OF WARRANTY

You expressly agree that use of this Website is at your sole risk. Neither the Foundation, its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, service providers, or licensors (collectively, "Providers"), or the like, warrant that this Website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Website, or as to the accuracy, completeness, reliability, security, or currency of the Content. The Content may contain errors, omissions, inaccuracies, or outdated information. Further, the Foundation does not warrant reliability of any content displayed or distributed through the Website.

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## 15. Governing Law

The Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

## 16. Forum Selection

Any dispute arising under or in connection with the Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Kent County Michigan.

## 17. Notice to the Foundation

All notices to the Grand Rapids Community Foundation under this Agreement may be sent using the following information.

Email address: [info@grfoundation.org](mailto:info@grfoundation.org)

Postal address: 185 Oakes Street SW Grand Rapids, Michigan, 49503

Ph: (616) 454-1751

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