

# TERMS AND CONDITIONS OF USE

**Please read the following terms and conditions relating to your use of this website carefully.** By using this website, you are deemed to have agreed to these terms and conditions of use. We reserve the right to modify them at any time. You should check these terms and conditions periodically for changes. By using this website after we post any changes to these terms and conditions, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms and conditions of use, please do not use this website.

## **Scope of Terms and Conditions**

These terms and conditions apply to your use of this website. These terms and conditions do not apply to your use of unaffiliated websites to which the Channel Islands YMCA website only links.

## **Restrictions on Use of Materials**

The contents of the Channel Islands YMCA's website (the website) are protected by copyright and trademark laws, and are the property of the Channel Islands YMCA. Unless we say otherwise, you may access the materials located within the website only for your personal use. This means you may download copies of posted materials for personal, noncommercial use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. When you download copyrighted material, you do not obtain any ownership rights to that material.

You may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the website. Only if you obtain prior written consent from us — and from all other entities with an interest in the relevant intellectual property — may you publish, display or commercially exploit any material from the website.

## **Content**

For the convenience of our vendors, we may display catalogs of stock images, descriptions and product specifications. While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date. You agree that you will not hold our vendors responsible for inaccuracies in their catalogs. The catalogs may include copyrighted, trademarked or other proprietary materials. You may use the catalogs only for informational purposes. You may not use catalog content in a way that infringes or violates the proprietary rights of another.

## **Links**

These terms and conditions apply only to the website, and not to the websites of any other companies or organizations, including those to which the website may link. We are not responsible for the availability of any other website to which the website links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other website. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other website. You should direct any concerns to that website's administrator or Webmaster. We reserve the right, however, to rescind any permission granted by us, and to require termination of linking to the website, at our discretion at any time.

## **Disclaimers**

The services and materials on the website are provided “as is” and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

We do not warrant that any functions contained in the website will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes them available are free of viruses or other harmful components.

We do not make any representations regarding the use or the results of the use of the services or materials in this website in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair or correction to your system.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

We do not endorse, warrant or guarantee any products or services offered on the website. We are not a party to, and do not monitor, any transaction between users and third-party providers of products or services.

### **Limitation of Liability**

Under no circumstances, including but not limited to negligence, will we be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the website, or any products or services provided pursuant to the website, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the website.

### **No Personal Advice**

The information contained in or made available through the website cannot replace or substitute for the services of trained professionals in any field, including, but not limited to medical or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the website. We will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

### **Privacy Policy**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our Privacy Policy posted on our website.

### **Indemnity**

You agree to defend, indemnify and hold us harmless, and our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) any breach by you of any of these terms and conditions, (ii) your content and materials, (iii) your use of materials or features available on the website (except to the extent a claim is based upon infringement of a third party right by materials created by us) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

## **Jurisdictional Issues**

We control and operate this website from our offices in the United States of America. We do not represent that materials on the website are appropriate or available for use in other locations. Persons who choose to access this website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **Miscellaneous**

These terms will be governed by and construed in accordance with the laws of the State of California, without regard to any principles of conflicts of law. If any of these terms and conditions is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. This is the entire agreement between you and us relating to the subject matter it contains. This agreement may be modified only by our posting of changes to these terms and conditions, or by a writing signed by both parties.

## **Digital Millennium Copyright Act ("DMCA") Notice**

Materials may be made available via the website by third parties not within our control. We are under no obligation to, and do not, scan content used in connection with the website for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe upon another party's copyright to remain on the website.

If you believe any materials on the website infringe upon a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Channel Islands YMCA  
105 East Carrillo Street  
Santa Barbara, CA. 93101

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.