Terms of Use

EFFECTIVE: January 2020

The use of this site signifies your agreement to the Terms of Use, including the Hudson County Latino Foundation’s Privacy Policy (“Privacy Policy”).

General Provision

The Hudson County Latino Foundation (“Foundation”) owns and operates hclf.org, located on servers in the United States. By visiting and/or using this Site, you agree to the Terms of Use (“Terms of Use” or “Agreement”), as it is amended from time to time. This Agreement contains conditions of use, disclaimers, and other provisions, some of which limit our liability to you. If you do not agree to these Terms of Use or cannot form a legally binding contract, you are not permitted to use this Site.

Submissions & Restrictions On Use

You agree that you are responsible for any submissions you make on this Site. You shall not submit unlawful, defamatory, abusive, obscene, or offensive material. You agree that you will not submit anything to the Site that will or may violate any rights of a third party, including but not limited to copyright, trademark, and/or privacy rights.

You agree that you shall not place false or misleading information on this Site or upload any viruses, Trojan horses, worms, time bombs, or other computer programs that may interfere with the proper operation of this Site.

Copyright & Trademark

Unless expressly noted otherwise, all materials on this Site are protected by copyright, trademarks, service marks, and/or other intellectual property rights held by the Foundation, its initiatives, affiliates, or other parties that have allowed the Foundation to use their materials. All rights not expressly granted are reserved.

If you would like to reproduce, distribute, or use any materials on this Site, please contact info@hclatinofoundation.org.

Digital Millennium Copyright Act

The Foundation attempts to respond to claims of copyright infringement in a timely manner. If you believe this Site (or any material contained on this Site) is infringing your copyright, please send the following information to info@hclatinofoundation.org RE: Digital Millennium Copyright Act
1. A description of your copyrighted work, including the United States Copyright Office registration number
2. A description of the material that you believe may be violating your copyright
3. Your address, telephone number, and e-mail address
4. A statement that you have a good faith belief that the use of the copyright is not authorized
5. A statement that the information you have provided is accurate

Links to Other Sites

Links on this Site may connect you to other websites that are not related to the Foundation or under its control. The appearance of links to other sites does not imply an affiliation or endorsement to any of those websites or to any entities associated with or supporting any of those websites, and you access other websites at your own risk.

Donations

All donations made using this Site must be made in compliance with federal, state, and local laws relating to charitable contributions, including but not limited to the U.S. Patriot Act and the IRS Tax Code, as they may be amended from time to time.

Sale of Goods

All prices for products or services listed for sale on this Site are displayed in U.S Dollars ($) unless otherwise specified. The Foundation reserves the right to change product specifications, availability, and/or pricing without prior notice.

Privacy Policy

The Foundation is committed to helping you understand how information collected from your computer or submitted by you to the Site is used. This information is contained in our Privacy Policy, which is part of these Terms of Use and is incorporated fully herein.

Modification

The Foundation may and will modify any of these Terms of Use, including our Privacy Policy, at any time, for any reason, by making changes to the Terms and/or these postings. Your continued use of this Site, after such modifications, constitutes acceptance of such modifications.

Disclaimer of Warranties & Liabilities

The Foundation does not guarantee that the functions and contents contained in or on the Site will be without errors, that this Site will be free of viruses, or that any Site defects will be corrected, even if the Foundation is aware of them.
**Indemnification**

You agree to indemnify, defend, and hold harmless the Foundation, its affiliates, initiatives, members of its Boards, employees, and agents from any and all losses, damages, liabilities, and costs of every nature incurred by any of them in connection with any claim, damage, or loss related to your unlawful, unauthorized, and/or inappropriate use of this Site or any materials contained on this Site.

**Jurisdiction**

Any dispute rising from these Terms of Use, including our Privacy Policy, shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of law. You acknowledge and agree that the courts of the State of New Jersey shall have exclusive jurisdiction over any and all such disputes, that you shall submit to that jurisdiction and those courts, and that you expressly waive any and all rights you may have, or that may hereafter arise, to contest the propriety of such choice of jurisdiction and venue, including issues of forum non conveniens.

**Contact Us**

If you have any questions about these Terms of Use, including any particular provision or our Privacy Policy, please send us a message to info@hclatinofoundation.org.