Terms of Use

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Acceptance of the Terms of Use

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Please read the Terms of Use carefully before you begin using the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our <u>Privacy Policy</u>, incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the Website.**

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Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so that you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

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We reserve the right to withdraw or amend this Website, as well as any service or material that we provide on the Website, at our sole discretion, and without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users

You are responsible for:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them

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- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

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

• To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that, as determined by us, could harm the Foundation or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other
 party's use of the Website, including their ability to engage in real-time activities through the Website.
- 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 functioning of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, 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 functioning of the Website.

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Information About You and Your Visits to the Website

All information we collect on this Website is subject to our <u>Privacy Policy</u>. By using the Website, you consent to all actions taken by us with respect to your information in accordance with the Privacy Policy.

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Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be adjudicated exclusively in the federal courts of the United States or the courts of the State of Texas and County of Collin; however, we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

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SUBJECT TO APPLICABLE LAW, 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 THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Foundation 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 Foundation 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 erased or limited to the minimum extent in a manner that the remaining provisions of the Terms of Use will continue to be in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Foundation with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

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Thank you for visiting the Website.