Terms of Use

EFFECTIVE DATE: May 1, 2024

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE ARC OF THE Greater Prince William ("THE ARC"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE OUR WEBSITE www.thearcgpw.org and related sites linking these TERMS (INDIVIDUALLY AND COLLECTIVELY, THE "SITE") AND THE SERVICES AVAILABLE THROUGH OUR SITE (COLLECTIVELY, THE "SERVICES"). BY USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. THESE TERMS EXPRESSLY INCORPORATE THE PROVISIONS OF OUR PRIVACY NOTICE.

CHANGES

The Arc may make changes to the content offered on the Site at any time. The Arc can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and, if you have registered for an account (as described below), emailing you at the email address associated with your registered account. By using this Site after The Arc has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

GENERAL USE

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless The Arc if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to The Arc or the Site.

The Arc provides content through the Site (including the Professional Services Resource Directory and tools to help adults with intellectual and developmental disabilities and their families create plans for community and professional support) that is copyrighted and/or trademarked work of The Arc, The Arc's third-party licensors and suppliers, or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software, and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, The Arc hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your informational, non-commercial and personal use. This license does not include or

authorize: (a) the distribution, public performance or public display of any Materials, (b) modifying or otherwise making any derivative uses of the Site, Services or Materials, or any portion thereof; (b) the use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Site or Materials or any information contained therein, except as expressly permitted on the Site; or (e) any use of the Site or Materials other than for its intended purpose. Any use of the Site or Materials other than as specifically authorized herein is strictly prohibited and will terminate the foregoing license. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. This license is revocable at any time. Except for the foregoing license, you have no other rights in the Site or any Materials.

If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

USING THE SITE AND THE SERVICES ON THE SITE

You can browse and search the Site content anonymously but, to access certain password-restricted features of the Site (such as posting content or receiving customized digests of the Site's contents) and to use certain services and Materials offered on and through the Site, you must register with The Arc for an account and receive a password.

PASSWORD RESTRICTED AREAS OF THIS SITE

If you desire to register for an account with The Arc, you must submit your name and email address through the account registration page on the Site. You will also have the ability to provide additional optional information, such as your relationship with a person with an intellectual or developmental disability and your profession, which is not required to register for an account but may be helpful to The Arc in providing you with more a more customized experience when using the Site. If you are an employee of a chapter of The Arc, you will be asked to post the name of your chapter, staff title, phone number, and chapter email address. Once you have submitted your account registration information, you will be sent an e-mail that contains a password that will allow you to log-on to the Site (the "Password").

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify The Arc if your Password is lost, stolen, if you are aware of any unauthorized use of your Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date.

PRIVACY NOTICE

Please review The Arc's privacy notice, which explains how we use information that you submit to The Arc through the Site.

CONTENT ACCURACY, REVIEWS, RATINGS AND LINKS TO THIRD-PARTY SITES

While The Arc endeavors to provide and to allow others to provide useful information regarding the qualifications, services and organizations featured on the Site - particularly within the Professional Services Resource Directory, you acknowledge that such information is reliant upon third party data and contributions, that there are certain inherent limitations to the accuracy of such information, that service descriptions and other information may be incomplete or may contain inaccuracies (including without limitation any interpretations and reviews of such information, such as our ratings system), and that information on the Site may be outdated or contain errors, omissions or misinterpretations of information. You further acknowledge that our ratings and other data, summaries or descriptions on the Site, are based on data obtained by or submitted to The Arc, which may be incomplete or inaccurate. The information contained on the Site is not a guarantee of quality or suitability for any particular purpose. You should independently verify the accuracy of any information you obtain on the Site before purchasing any product or service.

YOU AGREE THAT THE ARC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR MATERIALS AVAILABLE ON OR THROUGH THE SITE, AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY

DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE MATERIALS, ASSERTIONS, OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

SUBMISSIONS

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission"). You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right of a third party without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to The Arc a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any

portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Arc of Greater Prince William agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require The Arc to monitor, police or remove any Submissions or other information submitted by you or any other user.

MEMBERSHIP

Any type of membership transaction or purchase is not automatically recurring. Renewal of membership needs to be manually performed by the purchaser.

UNAUTHORIZED ACTIVITIES

When using this Site, you agree to abide by common standards of etiquette and act in accordance with the law. For example, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use offensive language, including offensive language related to gender, race, national origin, disability, age, religion, sexual orientation, or gender identity.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Post information that is false or misleading, including without limitation any recommendation, endorsement, rating, or review of a company or product with whom or which you have not had direct, personal experience
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.

- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. The Arc of Greater Prince William reserves the right to (a) terminate access to your account, your ability to post to this Site and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that The Arc determines is inappropriate or disruptive to this Site or to any other user of this Site. The Arc of Greater Prince William may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at The Arc's discretion, The Arc of Greater Prince William will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

Unauthorized use of any Materials contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold The Arc of Greater Prince William and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) The Arc or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or Password (including without limitation, your participation in the posting areas or, your

Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

PROPRIETARY RIGHTS

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of The Arc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

INTELLECTUAL PROPERTY INFRINGEMENT

The Arc of Greater Prince William respects the intellectual property rights of others, and we ask you to do the same. The Arc may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide The Arc's designated agent the following information:

- 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 and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- 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 at the Site, and information reasonably sufficient to permit The Arc to locate the material.
- Information reasonably sufficient to permit The Arc to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Arc's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

info@thearcgpw.org, The Arc of Greater Prince William, 13505 Hillendale Drive, Va 22193 Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a Digital Millennium Copyright Act ("DMCA") Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to The Arc designated agent that includes all of the following information:

- 1. Your physical or electronic signature;
- 2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled.
- 3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled because of a mistake or misidentification of the material to be removed or disabled; and
- 4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which The Arc may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

TERMINATION OF REPEAT INFRINGERS

The Arc of Greater Prince William reserves the right, in its sole discretion, to terminate the account or access of any user of the Site who is the subject of repeated DMCA or other infringement notifications.

DISCLAIMER OF WARRANTIES

Your use of this Site is at your own risk. The Materials and in particular the Submissions to the Professional Services Resources Directory, which are a subset of Materials, have not been verified or authenticated in whole or in part by The Arc, and they may include inaccuracies or typographical or other errors. The Arc does not warrant the accuracy of timeliness of the Materials contained on this Site. The Arc of Greater Prince William has no liability for any errors or omissions in the Materials, whether provided by The Arc, our licensors or suppliers, or other users.

THE ARC, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, MATERIALS AND ANY INFORMATION CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ARC DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

LIMITATION OF LIABILITY

THE ARC SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, TRANSMITTING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE. IN NO EVENT SHALL THE ARC BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE ARC KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

LOCAL LAWS; EXPORT CONTROL

The Arc controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to The Arc, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or

recommending changes to the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and The Arc is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that The Arc of Greater Prince William is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

REFUND POLICY

We offer refund and within the first 30 days of your purchase, if 30 days have passed since your purchase, you will not be offered a refund.

To complete your return, we require a receipt or proof of purchase. Reasoning for request must also be provided in writing. If the event or service has already been provided, no refunds will be provided unless it is approved by The Arc of Greater Prince William.

GENERAL

The Arc prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by The Arc, may result in immediate termination of your access to this Site without prior notice to you. The Federal Arbitration Act, applicable U.S. federal law, and the laws of the District of Columbia (USA), without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or this Site will be heard in federal and local courts of the District of Columbia. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Arc's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and The Arc and supersede all prior or contemporaneous negotiations, discussions or agreements between you and The Arc about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US

If you have any questions about these Terms or otherwise need to contact The Arc for any reason, you can reach us at The Arc of Greater Prince William, 13505 Hillendale Drive, Woodbridge Va 22193 Phone: 703-670-4800.