



TERMS OF USE

Neighbors of West Loop maintains this website to provide you with information about Neighbors of West Loop, our mission, goals and initiatives, information regarding upcoming events and activities occurring in the community, and to enable you to interact with us online. This Terms of Use describes our understanding with you when you visit our website. We encourage you to read this policy in its entirety, as these terms and conditions have been developed for your protection, as well as ours. Your access and use of the website and/or downloading of materials from our website constitutes your agreement to the terms and conditions set forth herein.

The terms “we,” “our,” and “us” as used in this Terms of Use refer to Neighbors of West Loop. The terms “I,” “you,” “your,” and “yours” refer to visitors to and users of our website.

Your use of the name or logo “Neighbors of West Loop” and/or links bearing the name or logo acknowledges Neighbors of West Loop’s exclusive ownership of the name and logo and right to use them. All use of or goodwill associated with the name and logo will inure to the benefit of Neighbors of West Loop. Neighbors of West Loop’s logo may not be used or changed without express written permission by us. Use of Neighbors of West Loop’s website is without warranties of any kind, express or implied, including without limitation, warranties of title or non-infringement.

1. LINKING TO THE NEIGHBORS OF WEST LOOP WEBSITE AND USE OF WEBSITE MATERIALS, NAME, AND TECHNOLOGY

By copying and/or downloading material from the Neighbors of West Loop, including our name and logo and/or links bearing our name and the logo, you agree to the terms and conditions set forth in this Terms of Use and any terms and conditions that may be outlined elsewhere on our website. Without limiting any other terms or conditions, the permission to use the Neighbors of West Loop website, name, materials, or logo (only when expressly permitted) is subject to the following:

- (a) Use of the name and logo or links bearing the name and logo may not suggest, imply or insinuate that Neighbors of West Loop endorses, approves, sponsors, or is affiliated with your products, goods, services, or your website.
- (b) Your use of the name and logo or links bearing the name and logo may not indicate or create an impression that Neighbors of West Loop will benefit from the sale of any good or service.
- (c) Links bearing the name and logo may only be used for the purpose of linking to the Neighbors of West Loop website as designated within the link.

- (d) The name and logo and/or link bearing the name and logo may not be combined with any other graphic elements; nor may they be altered in any manner including size, proportions, font, design, arrangement, colors or elements; nor may they be animated, morphed or otherwise distorted in any manner.
- (e) The name and logo and/or link bearing the name and logo may not appear on any pages of any websites that contain racist, discriminatory or offensive content and/or include content or advertising for alcoholic beverages, tobacco, pornography, religious material, partisan material, political material, or firearms.
- (f) Appropriate action by Neighbors of West Loop may include, but is not limited to, the revocation of the right to use the name and logo and/or any links bearing the name and logo, in which event you agree to remove the name and logo and/or the links bearing the name and logo within 24 hours of notice of revocation.

It is improper, and may be a violation of law, for you to post or download and distribute any material that you do not own or for which you do not have permission to use. Violation of copyright, trademark, or other intellectual property rights may subject you to civil and/or criminal penalties.

2. INAPPROPRIATE USE OF NEIGHBORS OF WEST LOOP MATERIALS, ELECTRONIC PRODUCTS AND SERVICES, AND/OR TECHNOLOGY

It is inappropriate to use Neighbors of West Loop website, our materials, including the Neighbors of West Loop name and logo, for illegal, inappropriate, or obscene purposes, or in support of such activities.

We define these terms as follows: “Illegal activities” are those that violate laws, regulations, and/or private agreements, including federal or state laws governing charitable activities, copyright laws, trademark laws, license agreements, or other intellectual property rights. “Inappropriate uses” are any uses other than as permitted by this Terms of Use, or as may be permitted elsewhere on our website. “Obscene activities” are those that violate generally accepted social standards for use of this type of material.

Neighbors of West Loop may seek appropriate action to terminate any uses of our website, name, materials, or logo in the event we, in our sole discretion, determine that your use does not conform to any one of the conditions of this Terms of Use or as provided elsewhere on our website; infringes any intellectual property or other rights of Neighbors of West Loop or a third party; adversely affects Neighbors of West Loop’s image, reputation and/or our services or programs; violates any applicable law, regulation, or ordinance; and/or is a prohibited activity.

Listed below are some, but not all, prohibited activities that may result in action by Neighbors of West Loop:

- (a) Using our website, name, materials, or logo to harass, threaten, embarrass, or do anything else to another visitor or third party that is unwanted.

- (b) Transmitting or facilitating distribution of content that is untrue, threatening, harassing, abusive, racially or ethnically offensive, vulgar, sexually explicit, obscene, defamatory, or objectionable.
- (c) Using the name and logo and/or links bearing the name and logo on websites which Neighbors of West Loop finds, in its sole discretion, to be objectionable or which includes obscene, violent, intolerant, tasteless, denigrating, or sexually oriented content or materials.
- (d) Disrupting the flow of any comment areas with vulgar language, abusiveness, or other conduct that may disrupt normal activities.
- (e) Pretending to be anyone whom you are not. You may not impersonate Neighbors of West Loop personnel or anyone else.
- (f) Attempting to retrieve a password, other account information, or other private information from others or harvest e-mail addresses or other information.
- (g) Posting any unsolicited content or designs, including advertising and promotional materials, on our website.

3. WARRANTY DISCLAIMER

You expressly agree that use of the website is at your sole risk and you assume all risk. The site is provided on an “as available” “as is” basis. To the maximum extent permitted by law, Neighbors of West Loop disclaims all warranties with respect to the site, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, and fitness for a particular purpose. You specifically acknowledge that Neighbors of West Loop is not liable for the defamatory, offensive, or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

4. LIMITATION OF LIABILITY AND DISCLAIMER

To the maximum extent permitted by law, in no event will Neighbors of West Loop or its suppliers/licensors be liable to you or any third party for any direct, special, incidental, consequential, punitive, or indirect damages (whether in contract, tort (including negligence), or otherwise), which include, without limitation, damages for personal injury, lost profits, lost data and business interruption, arising out of the use of, or inability to use, the site, even if Neighbors of West Loop has been advised of the possibility of such damages.

The website and the information contained herein is provided for informational purposes only, and could include inaccuracies or errors. Information on the website is provided with the understanding that Neighbors of West Loop is not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals.

5. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE

Neighbors of West Loop is committed to complying with copyright and related laws, and requires all users of the site to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Neighbors of West Loop to terminate use privileges of any user who infringes the copyright rights of others upon receipt of proper notification to Neighbors of West Loop by the copyright owner or the copyright owner’s legal agent.

If you feel that a posted message on the website or Neighbors of West Loop’s social media pages is objectionable or infringing, we encourage you to contact us immediately. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue.

6. MISCELLANEOUS

Neighbors of West Loop reserves the right to make any change to the information and/or license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.

Federal and Illinois state law shall govern this agreement.

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