



HOPE THROUGH DARKNESS

TERMS & CONDITIONS

Terms and Conditions
Last updated: June 08, 2022

Please read these terms and conditions carefully before using Our Service.

Definitions: For the Purposes of These Terms and Conditions:

- *Affiliate* means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- *Country* refers to: New York, United States
- *Organization* (referred to as either "The Organization", "We", "Us" or "Our" in this Agreement) refers to Hope Through Darkness, Suffolk County, NY.
- *Device* means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- *Service* refers to the Website.
- *Terms and Conditions* (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between you and our organization regarding the use of our services.
- *Third-party Social Media Service* means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included or made available by our services.
- *Website* refers to www.hopethroughdarkness.com (Hope Through Darkness)
- *You* means the individual, company, organization, or other legal entity on behalf of which such individual is accessing or using our services, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of our services and the agreement that operates between you and our organization. These Terms and Conditions set out the rights and obligations of all users regarding the use of our services. Your access to and use of our services is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use our services. By accessing or using our services you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access our services. You represent that you are over the age of 18, or you are accessing our services with parental consent. Parental consent must be obtained by you and your parent/legal guardian reading and signing our Informed Consent Form. The Company does not permit those under 18 to use of our services without parental consent.

Your access to and use of our services is also conditioned on your acceptance of and compliance with the Privacy Policy of our organization. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use any Hope Through Darkness entities, and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our services.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions. Upon termination, your right to use our services will cease immediately.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall this organization or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use our services, third-party software and/or third-party hardware used with our services, or otherwise in connection with any provision of this Terms), even if our organization or any affiliate has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

Our services are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, our organization, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to our services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, our organization provides no warranty or undertaking, and makes no representation of any kind that we will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither our organization nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of our services or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through our services; or (iv) that our services, its servers, the content, or e-mails sent from or on behalf of our organization are free of viruses, scripts, trojan horses, worms, malware, time-bombs or other harmful components.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and your use of our services. Your use of our website may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about our services, you agree to first try to resolve the dispute informally by contacting our organization by either phone or email.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

- **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- **Waiver:** Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and our services.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

- By email: hopethroughdarkness@gmail.com
- By visiting this page on our website: <https://www.hopethroughdarkness.com/contact>
- By phone number: 631.880.5643