

## **TERMS OF USE**

Your viewing and use of this website is conditioned upon and subject to your agreement to the following Terms of Use and Privacy Policy. If you do not agree to this requirement, please leave this site immediately and make no use of it whatsoever. Your viewing or use of this website or of any information or links provided by or through this website shall be deemed to indicate your agreement to these Terms of Use and Privacy Policy.

### **COPYRIGHT/TRADEMARKS**

This website contains material, such as software, text, graphics, images and other material (collectively referred to as the “Content”). The Content may be owned by Creative Heartwork or by Creative Heartwork’s third party providers. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from Creative Heartwork. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and website automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Creative Heartwork (the “Creative Heartwork Trademarks”) used and displayed on this website are registered and unregistered trademarks or service marks of Creative Heartwork. Other company, product, and service names located on the website may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with the Creative Heartwork Trademarks, the “Trademarks”). Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this website, without the prior written permission of Creative Heartwork specific for each such use. The Trademarks may not be used to disparage Creative Heartwork or the applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Creative Heartwork in writing. All goodwill generated from the use of any Creative Heartwork Trademark inures to Creative Heartwork’s benefit.

Elements of this website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Content for this website may be retransmitted without express written consent from Creative Heartwork for each and every instance.

## **LINKS TO THE CREATIVE HEARTWORK SEBSITE**

Creative Heartwork permits links to content at [www.creativeheartwork.org](http://www.creativeheartwork.org) except when linking suggests that Creative Heartwork promotes or endorses any third party's causes, ideas, web sites, products or services. We reserve the right to withdraw permission from any link.

## **LOGO USE REQUEST**

Advance written approval from Creative Heartwork is required before the Creative Heartwork logo can be used. Prompt consideration will be given to any requestor. Elements of the logo include design, colors, text and typeface and must include all four elements. It is available in TIFF and JPEG.

In the form of a letter, requests should provide the following information:

- Organization requesting use
- Contact person, phone and email
- Format in which the logo will appear – poster, invitation, program, etc
- Media – print or electronic
- Dates of Use
- Sample layout, or design, of how the logo will be used
- Requested logo format

Request letters should be mailed to Karen Carbonello, President, Creative Heartwork, Inc., c/o 5 Drake Court, Boonton Township, NJ 07005.

## **NO WARRANTIES/LIMITATION OF LIABILITY**

Creative Heartwork, its affiliates, its respective officers, directors, employees, agents, suppliers, or licensors (collectively, the "Company Parties") make no warranties or representations about the Content, including but not limited to its accuracy, reliability, completeness, safety, efficacy, timeliness, or reliability. The Company Parties shall not be subject to liability for truth, accuracy, or completeness of any information conveyed to the user or for errors, mistakes or omissions therein or for any delays or interruptions of the data or information stream from whatever cause. You agree that you use the website and the Content at your own risk. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other Content available through the site.

The Company Parties do not warrant that the website will operate error-free or that this website, its server, or the Content are free of computer viruses or similar contamination or destructive features. If your use of the website or the Content results in the need for servicing or replacing equipment or data, no Company Party shall be responsible for those costs.

The website and Content are provided on an "as is" and "as available" basis without any warranties of any kind. The Company Parties disclaim all warranties, including, but not limited to, the warranty of title, merchantability, non-infringement of third parties rights, and fitness for particular purpose.

In no event shall any Company Party be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the website and the Content,

whether based on warranty, contract, tort (including negligence), or any other legal theory, even if a company party has been advised of the possibility of such damages. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of the company parties shall be limited to the greatest extent permitted by law.

## **EXTERNAL SITES**

The site contains links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by Creative Heartwork of the Content on such External Sites. The Content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any Content located on such External Sites. Creative Heartwork is not responsible for the Content of any linked External Sites and does not make any representations regarding the Content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company Parties, from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or website. Creative Heartwork shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. Creative Heartwork reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Creative Heartwork’s defense of such matter.

## **COMPLIANCE WITH APPLICABLE LAWS**

This website is based in New Jersey. Creative Heartwork makes no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the website or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **TERMINATION OF THE AGREEMENT**

Creative Heartwork reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of this website or the Content, at any time and for any reason without prior notice or liability. Creative Heartwork reserves the right to change, suspend, or discontinue all or any part of this website or the Content at any time without prior notice or liability.

## **MISCELLANEOUS**

This Agreement is governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of New Jersey. If any

provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Copyright/Trademarks,” “No Warranties/Limitation of Liability,” “Indemnification,” “Termination of the Agreement,” and “Miscellaneous.”

Failure of Creative Heartwork to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Creative Heartwork unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Creative Heartwork and you in writing, this Agreement constitutes the entire Agreement between you and Creative Heartwork with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of Creative Heartwork’s successors, assigns, licensees, and sublicensees.