

Terms and Conditions of Use

Effective December 13, 2016

1. Terms and Conditions of Use

THE LION TALES FOUNDATION, INC. (referred to as “us” or “we” or “the Foundation”), a charitable nonprofit New York corporation, qualified under I.R.C. § 501(c)(3) provides the <http://liontalesfoundation.org> site and various related webpages (together referred to as the “Site”) in support of its mission to provide information about Neonatal Intensive Care Units (“NICU”), and opportunities to donate to the Foundation's projects, including without limitation funding storytelling in the NICU aided by technology, research aimed at helping NICU babies and their families, and creation of a Digital Quilt of Courage.

These Terms and Condition of Use (“TCU”) are effective as of December 13, 2016. By accessing the Site, Users agree to be bound by the terms and conditions set forth below, as well as such other policies referenced below or contained on the Site including without limitation our Privacy Policy at http://liontalesfoundation.org/Privacy_Policy.html. We reserve the right to change the any of the terms herein or other Foundation policies from time to time without notice to You. You acknowledge and agree that it is Your responsibility to review this site periodically and to review any modifications of our policies. Your continued use of this site after such modifications will constitute Your acknowledgement of the modified Terms of Use or other policies and Your agreement to abide and be bound by the modified Terms of Use or policies.

2. Description of Site

We reserve the sole right to either modify or discontinue the Site, including any features therein, at any time with or without notice to You. We shall not be liable to You or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to the TCU.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks You may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any User communications or personalization settings.

3. Registration Data and Privacy

If You wish receive additional information from us, You must provide us with Your name and email address and check the box indicating that You wish to opt-in to being on our mailing list and to receiving information from The Lion Tales Foundation. By opting-in, You agree that all information that You provide is true and accurate and that You will maintain and update this information as required in order to keep it current, complete and accurate.

4. Donations

If You wish to make a donation by credit card, You agree to provide us (or our Vendor) with accurate and complete billing information, including valid credit card information, Your name, address and telephone number.

5. Conduct on Site

Your use of the Site is subject to all applicable laws and regulations, including Netiquette, and You are solely responsible for the contents of Your communications through the Site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service, including, without limitation, the Quilt of Courage, that may be available to You on or through this site, You agree that You will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party Users of the Site. We generally do not pre-screen, monitor, or edit the content posted by Users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be made available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with the TCU and any other rules of User conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

You agree that we may at any time, and at our sole discretion, terminate Your ability to access the Site without prior notice to You for any reason. In addition, You acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Third Party Sites and Information

This site may link You to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. The Foundation has not reviewed all of the sites linked to or from the Foundation Site and is not responsible for the content or privacy policies of any off-site pages or other sites linked to or from the Foundation Site. These sites may contain information or material that some people may find inappropriate. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Site or party by us, or any warranty of any kind, either express or implied.

7. Intellectual Property Information

For purposes of the terms of use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by Users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

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8. User’s Materials

Subject to our Privacy Policy, any communication or material that You transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as nonconfidential and nonproprietary. While You retain all rights in such communications or material, You grant us and our designated licensees a nonexclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept Your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask You to do the same. If You or any User of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, You or the User should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed'
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, [17 U.S.C.A. Sec. 512\(c\)](#), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of Users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Lisa Katz
The Lion Tales Foundation
c/o Corporation Service Company
80 State Street
Albany, NY 12207-2543
lisa@liontalesfoundation.org

You acknowledge and agree that upon our receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to You or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

9. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED,

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THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of the TCU and Your use of this site shall be limited to the amount You paid us for services rendered by us to You on the Site during the-2 (two) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THRID PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Indemnification

Upon a request by us, You agree to defend, indemnify, and hold us and our trustees, supervisors, officers, agents and employees harmless from all liabilities, claims, allegations causes of action, costs, expenses. fees, including attorney's fees, judgments, losses and damages arising from or relating to Your use of or operation of the Site or any of its content or links. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with us in asserting any available defenses.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing

their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between You and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. Information Services

We provide a newsletter to visitors who provide us with their email addresses indicating that they wish to receive our newsletter and other information that we may provide to the public from time to time.

14. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the Site, the maximum disk space that will be allotted or our servers on Your behalf, and the maximum number of times (and the maximum duration for which) You may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of the TCU, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of Your online portfolio. You are solely responsible for any information that you upload to the Site. However, if complaints are received regarding language, content, or graphics contained, we may, at our sole discretion, remove the images hosted on our servers and terminate, restrict, or suspend your access to our upload features and remove content that you may upload if necessary or appropriate.

15. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who

choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

16. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend Your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of the TCU. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating Your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, Your right to use the services available on this site immediately ceases, and You acknowledge and agree that we may immediately deactivate or delete Your account and all related information and files in Your account and/or bar any further access to such files or this site. We shall not be liable to You or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 5-11, 14, and 17-20 of the TCU, as well as Your liability for any unpaid fees, shall survive any termination.

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of New York, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of *New York*, by accessing this site both of us agree that the statutes and laws of the State of New York, without regard to the conflicts of laws principles thereof. Any dispute arising out of, in connection with, or related to this the TCU, our privacy policy, or any other policy that we may publish or amend from time to time shall be brought in any Federal or State court located in New York County and the State of New York, and the parties hereby waive any objection that they may have to personal jurisdiction in these courts.

19. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at lisa@liontalesfoundation.org, if by e-mail, or to The Lion Tales Foundation; c/o Corporation Service Company, 80 State Street, Albany, NY 12207-2543, if by conventional mail. Notices to You may be sent either to the e-mail address supplied for Your account or to the address supplied by You as part of Your Registration Data. In addition, we may broadcast notices or messages through the Site to inform You of changes to the Site or other matters of importance, and such broadcasts shall constitute notice to You.

Any notices or communication under the TCU will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed e-mail.

20. Entire Agreement

These terms and conditions constitute the entire agreement and incorporate by reference any notices or policy on the Site and together with the Privacy Policy and any other end-user agreements constitute the entire agreement regarding user access to the website. These provisions and policies as currently amended concerning the subject matter hereof and supersede all prior agreements and understandings of the parties with respect thereto. To the extent that anything in or associated with this site is in conflict or inconsistent with the TCU, the current TCU shall take precedence.

21. Miscellaneous

In any action to enforce the TCU, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by You against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign Your rights and obligations under the TCU to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under the TCU.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for nondelivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of the TCU is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of the TCU or related rights shall not constitute a waiver of that right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by The Lion Tales Foundation a charitable nonprofit New York corporation, qualified under I.R.C. § 501(c)(3), located at c/o Corporation Service Company, 80 State Street, Albany, NY 12207-2543. Our telephone number is 646-854-6616. If You are a New York resident, You may have this same information e-mailed to You by sending a letter to the foregoing address with Your e-mail address and a request for this information. If You notice that any User is violating the TCU, please contact us at lisa@liontalesfoundation.org.