

Terms of Use

Revised: August 12, 2013

- 1. Introduction.** This Website Terms of Use & Privacy Policy (“Terms of Use”) describes the conditions under which users (“Users”) of the website (“Website”) owned and operated by the IT Next Generation Foundation (“ITNGF”) may use the Website. The Website includes, but are not limited to, www.itnextgen.org.
- 2. Content.** The Website has been created by ITNGF, a 501(c)(3) tax-exempt private foundation. The Website and its content, including, without limitation, all text and images, are owned and/or licensed by ITNGF. Reproduction, distribution, republication or retransmission of any Website material is prohibited unless the prior written permission of ITNGF has been obtained. Linking to the Website is permitted for charitable and/or non-commercial purposes; however, ITNGF reserves the right to prohibit linking to its Website for any reason in its sole discretion.
- 3. No Warranty.** The content on the Website has been prepared by ITNGF for general informational purposes only. While reasonable efforts have been made to ensure the information in the Website is accurate, the information is not guaranteed to be correct, complete or up-to-date. ALL WEBSITE INFORMATION IS PROVIDED ON AN “AS-IS WHERE-IS” BASIS. No warranty is made as to the accuracy of the content on the Website. ITNGF reserves the right to change Website content as needed, with retroactive effect as designated, to correct any errors or other information that may have been posted.
- 4. Linking.** Nothing in the Website (including links to other sites) should be interpreted as promoting, referring, recommending, endorsing, guaranteeing, or warranting, any particular organization, program, service, product, entity or provider. All links or references to other websites are provided as a convenience only. Users of the Website acknowledge that linked or referenced websites are not operated or controlled by ITNGF and are governed by the terms of use and privacy policies of the operators of such other websites. Any interactions a User may have with any websites other than the Website, including, without limitation, uploading or otherwise disclosing personal information to such other websites, is in the sole discretion and control of the User. Linking to the Website from other websites is permitted for charitable and/or non-commercial purposes; however, ITNGF reserves the right upon notice to prohibit linking to the Website for any reason in its sole discretion.
- 5. Collection of Non-Personalized User Data.** ITNGF may collect general, non-personally identifiable information regarding usage and Users of the Website, including, without limitation, the name of the domain of each User, the IP protocol number of each User, and the date and time each web page was visited. Some pages may use cookies to maintain sessions or to automate navigation. A cookie is a small text file that the ITNGF hosted web server places on a User’s computer

hard drive to be a unique identifier of that computer. Cookies enable ITNGF to track usage patterns and other statistics, but do not collect personally identifiable information. ITNGF may use usage tracking and clickstream tracking to track all Users with cookies enabled. ITNGF cookies may not expire. Any Users wishing to utilize the Website but not want data about their activity collected can disable cookies on their computers prior to interacting with the site. Disabling cookies may limit the functionality of the User experience with the Website.

6. **Collection of Personally Identifiable Information.** ITNGF may collect personally identifiable information via the Website from Users who voluntarily provide such information. Personally identifiable information will not be collected by any method that does not involve an affirmative action on the part of the User to submit such information to ITNGF. Examples of situations in which the Website may collect personally identifiable information include, but are not limited to: email addresses of Users who send email to ITNGF; mailing addresses of Users who sign up for notification of upcoming events; content of on-line grant application submissions; and content of on-line scholarship application submissions. Users acknowledge and agree that ITNGF may use such information in any manner reasonably related to its charitable purpose. Such charitable purpose may include disclosure of personally identifiable information to ITNGF's employees and third party contractors working on behalf of ITNGF in support of ITNGF's administrative functions.
7. **No Selling of Information.** ITNGF will not sell any non-personalized user data or personally identifiable information to any other party.
8. **Security of Communications/Information.** While ITNGF makes reasonable efforts to secure communications over the Website, which may vary depending on the content of the information transmitted, ITNGF does not provide secure transactions at all times. For example, scholarship application information submitted by the User is transmitted through SSL encrypted communication methods, while other transmissions like general User email questions are not. ITNGF also makes reasonable efforts to maintain security measures and tools to protect against the loss or theft of information collected through the Website. However, no security measures can ensure complete privacy and confidentiality of information, and ITNGF cannot guarantee, and makes no warranty regarding, the security of any information transmitted or collected.
9. **Compliance with Law.** ITNGF will fully cooperate with any law enforcement authorities and comply with any court orders requesting ITNGF to disclose personally identifiable or other information requested by such authorities.
10. **User Actions and User-Provided Information.** Users agree that any information provided to ITNGF shall be accurate and complete. Users agree not to provide information to ITNGF that relates to any individuals (other than themselves) or entities without the permission of the individual or entity referenced. Users agree not to use the Website in any manner that may be infringing, for a commercial/advertising purpose, threatening, false, misleading,

libelous, defamatory, obscene, or give rise to any criminal or civil liability. Users agree to comply with all applicable laws and regulations relating to User's use of the Website.

11. **No Users Under 13.** The Website is intended for use by individuals who are 13 years old or older. The Websites are not directed at children, and any individuals who are under 13 years of age should not use the Website.
12. **User Feedback.** ITNGF welcomes feedback about the Website from Users. Users acknowledge and agree that any feedback, or any other information, provided shall become the sole property of ITNGF, and ITNGF may use such feedback or information in any manner in its sole discretion.
13. **Unsubscribing.** Users may receive ITNGF announcements via email or other methods based on prior interactions Users may have had with the Website. To unsubscribe to such announcements, Users should follow the "unsubscribe" instructions provided in the email sent, or contact info@itnextgen.org.
14. **User Assumption of Risk; Release and Indemnification.** Users assume all risks related to use of the Website. Each User agrees to indemnify, defend, and hold ITNGF (including its affiliates, officers, directors, members, employees, agents and representatives) harmless from and against any losses, damages, liabilities or costs of any nature related in any manner to the use of the Website by such User. ITNGF shall not be liable to Users or any other parties for any claims for damages, whether direct, indirect, special, consequential, incidental or punitive, based on any cause of action whatsoever relating to use of the Website by any person or entity.
15. **Users Who are Governmental Employees or Officials.** ITNGF welcomes governmental employees and officials to peruse the ITNGF Website. If you choose to contact ITNGF for further information, you acknowledge that you are contacting ITNGF on behalf of your governmental body/agency to request the input and expertise of ITNGF for technical assistance on a specific project.
16. **Governing Law.** These Terms of Use are governed by the laws of the State of Tennessee, United States of America, without regard to choice of law provisions. The courts located in Memphis, Tennessee, USA, shall have exclusive jurisdiction over any disputes relating to the Website.
17. **Amendment.** These Terms of Use may be amended at any time by ITNGF in its sole discretion. This Terms of Use constitutes the entire agreement between ITNGF and the User relating to use of the Website.
18. **Acceptance of Terms of Use.** YOUR USE AND VIEWING OF THE WEBSITE INDICATES YOUR AFFIRMATIVE AGREEMENT TO THIS TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE.