

Pathways for Veterans Terms of Service

Thank you for visiting Pathways, we are happy to hear from you. Please read our Terms of Service agreement carefully before accessing or using programs at Pathways for Veterans. Because it is such an important contract between you and Pathways for Veterans, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

Effective date: January 1, 2021

A. Definitions

Short version: We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There is not going to be a test on it, but it is still useful information.

The "Agreement" refers, collectively, to all the terms, conditions, and notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Pathways for Veterans Privacy Statement).

The "Service" refers to the applications, software, products, and services provided by Pathways for Veterans

The "Website" refers to Pathways for Veterans located at pathwaysforveterans.org, and all content, services, and products provided by Pathways For Veterans and or through the Website.

"Organization" refers to the individual person, company, entity, or organization that have visited or participated in programs at Pathways for Veterans and is using this website platform to collect feedback, collect testimonials, build forms, collect Personal Information and Content from You.

"Pathways," "We," "Us," and "Our" refer to Pathways for Veterans Inc a non-profit., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.

"Submitter," "You," and "Your" refer to an individual, company, or organization that provides personal data or user generated content to the "Service." A Submitter must be at least 13 years of age.

"Content" refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, video, graphics, software, applications, designs, features, forms, sequences, and other materials that are available on the Website or are otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created, uploaded, or submitted by the User or Submitter. "Your Content" is Content that you create, own, or is submitted to you through the Website.

"Personal Information" refers to content collected from an Organization by the Boast service or obtained through a third-party or mechanism that contains information such as but not limited to name, email, phone, and address.

"Highly Sensitive Information" refers to sensitive information such as health records, credit card data, social security numbers, bank accounts, or information that may have additional legislation or

regulations around how it is collected and stored or would cause damage to an individual if were made public.

B. Acceptable Use

Short version: Pathways for Veterans hosts a wide variety of content from all over the world, and that collaboration only works when our users are able to work together in good faith. While using the service, you must follow this Acceptable Use Policy, which includes some restrictions on content you can post, conduct on the service, and other limitations. In short, be excellent to each other.

1. Compliance with Laws and Regulations

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

2. Content Restrictions

You agree that you will not under any circumstances upload, post, host, or transmit any content that:
is unlawful or promotes unlawful activities.

is or contains sexually obscene content.

is libelous, defamatory, or fraudulent.

is discriminatory or abusive toward any individual or group.

contains or installs any active malware or exploits or uses our platform for exploit delivery (such as part of a command-and-control system); or

infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.

3. Conduct Restrictions

While using Pathways for Veterans website, you agree that you will not under any circumstances:

harass, abuse, threaten, or incite violence towards any Organization, individual or group, including Pathways for Veterans employees, officers, and agents, or other Pathways for Veterans Users;

use our servers for any form of excessive automated bulk activity (for example, spamming), or relay any other form of unsolicited advertising or solicitation through our servers, such as get-rich-quick schemes.

attempt to disrupt or tamper with Pathways for Veterans servers in ways that could harm our Website or Service, to place undue burden on Pathways for Veterans servers through automated means, or to access Pathways for Veterans Services in ways that exceed your authorization.

impersonate any person or entity, including any of our employees or representatives, including through false association with Boast, or by fraudulently misrepresenting your identity or site's purpose; or

violate the privacy of any third party, such as by posting another person's personal information without consent.

4. Scraping

Scraping refers to extracting data from our Website or Service via an automated process, such as a bot or WebCrawler.

You may not scrape Pathways for Veterans for spamming purposes, including for the purposes of selling Pathways for Veterans users' personal information.

C. User-Generated Content

Short version: When submitting content to Pathways for Veterans you give the Organization access to this information to and content. Pathways for Veterans has some limited rights to utilize that information but only to provide our service to you the user.

1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Pathways for Veterans website and services. User-Generated Content that you post, upload, link to or otherwise make available via the Service may be used by the Organization as they see fit. We are not responsible for any public display or misuse of your User-Generated Content.

2. License Grants

When a Submitter submits User-Generated Content to Pathways for Veterans through any mechanism or through a form the Content including written reviews, feedback, images, and video becomes the property of the Organization. The Organization will retain ownership and grant us certain legal permissions and licenses to utilize that information.

3. License Grant to Us

Pathways for veterans will retain the legal right to host the Content, publish it, and share it.

This license does not grant Pathways for Veterans the right to sell the Content or otherwise distribute or use it outside of our provision of the Service.

4. Moral Rights

To the extent this agreement is not enforceable by applicable law, You grant Pathways for veterans the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

4. Data Retention Period

Content will be held within the Pathways for Veterans Organization until Pathways for Veterans voluntarily removes it. When Content is removed from Pathways for Veterans it may take up to 30 days before the content is removed. Content may remain in secured and encrypted backups for up to 1 year.

5.. Right to be Forgotten

You may reach out directly to the Pathways for Veterans Organization to request the removal of your personally identifiable contact information such as name, email, phone number, or address. The

Organization's contact information should be made available on their website, in a privacy policy on their website, or a contact page.

7. Highly Sensitive Information

Under no circumstance should you use Pathways for Veterans to Submit any content that would be considered Highly Sensitive Information such as Personal Health Information (PHI), credit card numbers, bank account information, social security information, or data that could be extremely damaging to You if it was made public.

D. Use of Collected Information

Short version: Any information you provide Pathways for Veterans will be available to the Organization.

Pathways for Veterans forms and the information that is collected is customizable by the Organization. You are voluntarily submitting information such as your name, email, phone, and other personal details to Pathways for Veterans to be delivered to the Organization.

This information will be available to the Pathways for Veterans Organization and You should expect to have this information used by the Organization for commercial purposes. This may include but is not limited to using video or feedback content in advertisements and marketing.

Information you voluntarily submit to the Pathways for Veterans Organization may be used by the Organization for solicitation purposes.

E. Permission for Boast Service Notifications

Short Version: If your information is provided to Pathways for Veteran, the Organization may use the Pathways for veteran's service to notify you by means such as email and text message. Pathways for Veterans will provide you a mechanism to opt-out of messaging from Pathways for Veterans Organization via the Pathways for Veterans service.

F. Truth-in-Advertising

Short Version: If you are being incentivized or compensated for a review it is a best practice to note that in part of your video or written review.

In the United States, The Federal Trade Commission (FTC) regulates advertising and marketing and has the authority to file lawsuits and impose penalties against companies that do not comply with its rules. The Pathways for Veterans Organization will ultimately be responsible for abiding by any local, state, federal, or governing laws regarding how they use the Content.

When You submit content and you are compensated or incentivized, you should mention this in your Content submission. This can be done in plain language or by simply including a hash tag such as #paid or #incentivized in an appropriate field or message.

G. Disclaimer of Warranties

Short version: We provide our service as is, and we make no promises or guarantees about this service.

Pathways for Veterans provides the Website and the Service “as is” and “as available, ” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether expressed, implied, or statutory, regarding the Website and the Service including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement.

Pathways for Veterans does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable and/or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained from the Service.

H. Limitation of Liability

Short version: We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.

The Submitter understands and agrees that Pathways for veterans and the Organization will not be liable to the Submitter or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential, or exemplary damages, however arising, that result from: the use, disclosure, or display of User-Generated Content.

use or inability to use the Service.

any modification, price change, suspension, or discontinuance of the Service.

the Service generally or the software or systems that make the Service available.

unauthorized access to or alterations of your transmissions or data.

statements or conduct of any third party on the Service.

any other user interactions that you input or receive through your use of the Service; or

any other matter relating to the Service.

Pathways for Veterans liability is limited whether or not we have been informed of the possibility of such damages and even if a remedy set forth in this Agreement is found to have failed its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

I. Release and Indemnification

Short version: You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved.

If you have a dispute with the Pathways for Veterans Organization, you agree to release Pathways for Veterans from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that Pathways for Veterans (1) promptly gives you written notice of the claim, demand, suit, or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit, or proceeding (provided that you may not settle any claim, demand, suit, or proceeding unless the settlement unconditionally releases Pathways for Veterans of all liability); and (3) provides to you all reasonable assistance, at your expense.

J. Changes to These Terms

Short version: We want our users to be informed of important changes to our terms, but some changes are not that important — we don't want to bother you every time we fix a typo.

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

K. Miscellaneous

1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and Pathways for Veterans and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of California and Nevada, without regard to conflict of law provisions. You and Pathways for Veterans agree to submit to the exclusive jurisdiction and venue of the courts located in Sacramento California and or Reno Nevada of the United States.

2. Non-Assignability

Pathways for Veterans may assign or delegate these Terms of Service and/or the Pathways for Veterans Privacy Statement, in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Pathways for Veterans to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

5. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of Pathways for Veterans, or by the posting by Pathways for Veterans of a revised version in accordance with Section J. Changes to These Terms. These Terms of Service, together with the Pathways for Veterans Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and Pathways for Veterans relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

6. Questions

Questions about the Terms of Service? Contact us at info@pathwaysforveterans.org.