TERMS OF USE

Effective as of: March 2021

Updated on:

Welcome to the website ("Site") for the Gateway Community Action Partnership ("Gateway"). Please read this Terms of Use Agreement ("Agreement") carefully. By accessing, browsing, and/or using this Site, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement. We reserve the right to amend and/or revise this Agreement at any time by posting the amended and/or revised terms on this Site.

Restrictions on Use of Materials

You acknowledge that this Site contains information in the form of text, graphics, news, reports, and other tangible/intangible materials ("Content") that is protected by copyrights, trademarks, service marks, trade secrets, patents, and/or other proprietary rights. You also acknowledge that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed.

You acknowledge that the Content is and shall remain the property of Gateway or any other party (each a "Contributor") who has been involved in the preparation and/or publication of the Content. You shall at no time assert any claims of ownership over any Content by reason of your use of or any right to use this Site and shall not grant, create, or suffer to exist any lien or other security interest arising therefrom.

You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content.

Gateway authorizes you to view and use the Content on this Site solely for your personal, non-commercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without Gateway's prior written approval. For permission to use Content from this Site, request written permission and provide full attribution.

Disclaimer of Warranty

The Content provided on this Site is provided as a service to members of the public. Information presented on this Site is provided for informational purposes only and does not constitute legal advice, nor does it create an attorney-client relationship between Gateway and any other party.

You acknowledge and agree that this Site and the Content therein are provided on an "as is" and "as available" basis. Gateway does not guarantee the accuracy, completeness, or usefulness of any

of the Content. Gateway does not warrant that this Site will be uninterrupted or error free or that this Site, its server or any files available for downloading through this Site are free of computer viruses or other harmful elements. You acknowledge that the entire risk as to the quality and performance of this Site and the accuracy or completeness of the Content is assumed solely by you.

Gateway does not make any, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, regarding this Site or any Content, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and non-infringement of third-party rights. Without limiting the generality of the foregoing, Gateway disclaims any warranties with respect to any results that may be obtained from the use of this Site.

Disclaimer of Liability

You acknowledge that Gateway is not liable for any loss or damage caused by your reliance on information obtained through the Content on this Site. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any Content available through this Site. You acknowledge that Gateway is not liable for any direct, indirect, incidental, special or consequential damages arising out of and/or relating to the Content, service, or this Agreement, whether based on warranty, contract, tort, or any other legal theory. To the extent that exclusion or limitation of liability for negligence, consequential or incidental damages is not allowed, Gateway's liability is limited to the greatest extent permitted by law. Your sole and exclusive remedy for dissatisfaction with this Site is to stop using this Site.

Links to Other Websites

This Site may provide links to third-party websites. Gateway is not responsible for the content of any third-party website, nor does Gateway make any warranties or representations, express or implied, regarding the content any third-party websites, and shall have no liability of any nature whatsoever in relation to any of the foregoing. You should take precautions when downloading files from all sites to protect your computer from viruses and other destructive programs. If you decide to access linked third-party sites, you do so at your own risk. You should direct any concerns to the third-party sites' administrator or webmaster.

Framing

Elements of this Site 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 Site may be retransmitted without the express written consent of Gateway.

Privacy

Please review the Privacy Policy, which is part of this Agreement. The Privacy Policy describes how Gateway collects and uses personally identifying information of those who access, browse,

and/or use this Site. By accessing, browsing, and/or using this Site, you acknowledge and agree to Gateway's treatment of such personally identifying information as described in the Privacy Policy.

Termination

Gateway reserves the right to restrict, suspend, and/or terminate this Agreement and your access to all or any part of this Site or its Content at any time and for any reason without prior notice. Gateway also reserves the right to change, suspend, and/or discontinue all or any part of this Site or its Content at any time and for any reason without prior notice.

Miscellaneous

This Agreement contains the entire agreement of the parties for this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter.

You acknowledge that your use of this Site, the Terms of Use, and any tort claims arising from your use of the Site or the Terms of Use shall be governed by the laws of the State of New Jersey applicable to contracts made entirely within and wholly performed in the State of New Jersey without regard to conflicts of law principles, and you agree that the sole jurisdiction and venue shall be in the State of New Jersey, except that Gateway may seek temporary injunctive relief in any venue of its choosing.

You agree to use the Content and Site only for lawful purposes. You are prohibited from any use of the Content or Site that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.