This agreement applies as between you, the User of our website (www.tearsforhope.com) and Tears for Hope of Merced, California, USA the operator(s) of this website (hereinafter “Tears for Hope”, “we”, “us” or “our”). Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

1. **Acceptance**
	1. Please read these Terms and Conditions, our privacy policy, and all applicable supplemental terms (collectively, the "terms") carefully, as they contain terms and conditions that impact your rights, obligations and remedies in connection with your use of the services and content. For example, the terms include:
		1. your obligation to comply with all applicable laws and regulations.
		2. limitations of our liability to you; and
		3. a requirement that you pursue claims or seek relief against us on an individual basis, rather than as a participant in any class or representative action or proceeding.
	2. Your access to and use of the services is conditioned on your acceptance of and compliance with all applicable terms.
	3. We reserve the right to change these terms at any time.
	4. By accessing, browsing and/or using the services after updates to these terms have been posted, you agree to be bound by the updated terms.
	5. Your failure to comply with the Terms may result in the suspension or termination of your access to the Services and may subject you to civil and criminal penalties.
2. **General Conditions**
	1. We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
	2. We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
	3. The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.
3. **License to use website**
	1. We may provide you with certain information because of your use of the website or Services. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the website or Services ("Our Materials").
	2. Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the website and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the website or Services or at the termination of this Agreement.
4. **User Content**
	1. The website permits you to share and submit content etc. but you are solely responsible for the content provided by you.
	2. When sharing and submitting content to the website, please do not share and submit content that:
		1. contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial, or religious nature.
		2. is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains exaggeration or unsubstantiated claims.
		3. violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
		4. discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
		5. violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
		6. sends repeated messages and/or makes derogatory or offensive comments about another individual or repeats the same message under multiple emails or subjects.
	3. Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.
5. **Intellectual Property**
	1. You agree that the website and all Services provided by us are the property of Tears for Hope, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.
	2. To make the website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the website. We claim no further proprietary rights in your Content.
6. **Acceptable Use**
	1. You agree not to use the website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the website or Services in any way that could damage the website, Services, or general business of tearsforhope.com.
	2. You further agree not to use the website or Services:
		1. To harass, abuse, or threaten others or otherwise violate any person's legal rights.
		2. To violate any of our intellectual property rights or any third party.
		3. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
		4. To perpetrate any fraud.
		5. To publish or distribute any obscene or defamatory material.
		6. To publish or distribute any material that incites violence, hate, or discrimination towards any group.
		7. To unlawfully gather information about others.
7. **Assumption of Risk**

The website and Services are provided for communication purposes only. Our offer includes encounter and accompaniment; it does not replace therapy. You acknowledge and agree that any information posted on our website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your purchase of any of the services on the website is at your own risk. We do not assume responsibility or liability for any advice or other information given on the website.

1. **Reverse engineering and security**
	1. You agree not to undertake any of the following actions:
		1. Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the website or Services.
		2. Violate the security of the website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.
2. **Indemnification**

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the website or Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

1. **Exclusion of liability**
	1. You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.
	2. Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the tearsforhope.com website including loss of data or information or any kind of financial or physical loss or damage.
	3. In no event shall Tears for Hope, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.
2. **Spam Policy**

You are strictly prohibited from using the website or any of our Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

1. **Third-party links and content**

We may occasionally post links to third-party websites or other services. You agree that we are not responsible for any loss or damage caused because of your use of any third-party services linked to or from Our website.

1. **Modification and variation**

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

1. **Entire agreement**

This Agreement constitutes the entire understanding between the Parties concerning any use of this website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this website.

1. **Service interruptions**

We may need to interrupt your access to the website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused because of such downtime.

1. **Term, Termination and Suspension**

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

1. **No Warranties**

You agree that your use of the website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the website or Services will meet your needs or that the website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the website or Services is your sole responsibility and that we are not liable for any such damage or loss.

1. **Limitation on liability**

We are not liable for any damages that may occur to you because of your use of the website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

1. **Blog, forum, groups**
	1. The Tears for Hope website and its contents have been compiled with the greatest possible care. However, Tears for Hope does not accept any liability or guarantee for the topicality, correctness and completeness of the information provided.
	2. Liability claims against Tears for Hope, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on the part of Tears for Hope.
	3. Tears for Hope expressly reserves the right to change, supplement or delete parts of the pages or the entire website without separate announcement or to discontinue the publication temporarily or permanently.
	4. All data is published conscientiously but without guarantee.
	5. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction and translation, are reserved and require the written consent of Tears for Hope. Unauthorised use, even of extracts, will be prosecuted.
2. **General Provisions**
	1. This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by us, the rights, and liabilities of tearsforhope.com will bind and inure to any assignees, administrators, successors, and executors.
	2. If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.
	3. If we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
	4. Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
	5. No agency, partnership, or joint venture has been created between the Parties because of this Agreement. No Party has any authority to bind the other to third parties.
	6. We are not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature, and natural disasters, and other acts which may be due to unforeseen circumstances.
	7. The terms herein will be governed by and construed by the laws of United States without giving effect to any principles of conflicts of law. The Courts of California shall have exclusive jurisdiction over any dispute arising from the use of the website.