

# Terms and Conditions of Use

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- Proper Use.** You agree that you are responsible for your own communications and for any consequences thereof. Your use of this Website is subject to your acceptance of and compliance with these Terms and Conditions of Use. You agree that you will use this Website in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not authorize or encourage any third party to: (i) use this Website to upload, transmit or otherwise distribute any content that is unlawful, obscene or is otherwise objectionable as reasonably determined by CincySponge; (ii) prevent others from using this Website; (iii) use this Website for any fraudulent or inappropriate purpose; or (iv) act in any way that violates the Terms and Conditions of Use of this Website, as may be revised from time to time. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. CincySponge reserves the right, but shall have no obligation, to investigate your use of this Website in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request. CincySponge reserves the right to refuse service to anyone at any time without notice for any reason.
- Matter You May Submit or Post to the Website.** From time to time we may make available on this Website bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communications facilities. In such instances, we welcome your comments regarding our Website. However, any notes, messages, billboard postings, ideas, suggestions, or other material which you submit or post to the Website must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory or unlawful material. We have no obligation to monitor the bulletin board

services, chat rooms, postings sections, news groups, forums, communities and/or other message or communication facilities. However, we reserve the right at all times and in our sole and absolute discretion, to disclose any information we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children. We do not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaim any liability with regard to same and any actions resulting from your participation. Any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except as otherwise may be stated in our Privacy Policy posted on the Website. You agree to fully indemnify the owner of the Website and its creators, from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from your breach of any of these Terms and Conditions of Use, including, but not limited to, any allegations, damages or claims relating to any of your postings or communications in any forums or facilities on the Website, or for infringement or violation of any third-party rights. CincySponge does not claim any ownership in any of the content, including any text, data, information, images, photographs, music, sound, video, or other material, that you or other third parties upload, transmit or post on CincySponge.com.

4. **Third Party Links.** We make no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Website, or web sites linking to this Website.
5. **Children.** This Website is designed for and intended for use by adults. The social networking features on this Website are made available to you for your personal use only. Due to the Children's Online Privacy Protection Act of 1998 (which is available at <http://www.ftc.gov/ogc/coppa1.htm>), you must be at least thirteen (13) years of age to use the social networking features on this Website. If you are under 18 years of age, you may use this Website only with involvement and supervision of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this Website by children, minors and others under your care. You agree to be responsible for their use of this Website. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the social networking features on this Website.

6. **Privacy.** As a condition to using this Website, you agree to the terms of the CincySponge Privacy Policy as it may be updated from time to time. CincySponge understands that privacy is important to you. You do, however, agree that CincySponge may monitor, edit or disclose your personal information, including the content of your emails, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the CincySponge Privacy Policy.
  
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9. **Contact Us.** If you have any questions or comments regarding these terms and conditions, please contact us at [jnorris@freestorefoodbank.org](mailto:jnorris@freestorefoodbank.org).