

Terms Of Use

Effective Date: April 1, 2022

Welcome to the HOME PRESERVATION AND PREVENTION INC (HPPCARESCDE) website (“Site”). This statement of Terms of Use (“Terms”), which incorporates the HPPCARESCDE Privacy Policy, is a contract between HPPCARESCDE (“We”, “Us” or “HPPCARESCDE”) and you (“you” or “User”) that articulates your rights and our rights relating to the Site.

By using the HPPCARESCDE Site or HPPCARESCDE’s affiliated organizations’ online, email, wireless, mobile, or live, in-person or offline uses, publications or live events, including web, email, mobile apps, discussion lists and live conferences, meetings and community memberships (collectively referred to as “Services”), you agree to the following Terms of Use. Please read them carefully. These terms may change at any time, so please review them regularly. If you do not agree to the Terms of Use and the Privacy Policy found on this Site, you must immediately terminate use of the Site.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

1.1 We are pleased to provide access to the Site and the Services under the Terms of Use and any amendments to the Terms. We reserve the right, at our discretion, to change, modify, add or remove all or part of the Terms at any time.

1.2 By using the Site and/or Services, you agree to the Terms of Use and any changes incorporated prior to your use. The Site and Services are available only to individuals who can enter legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and HPPCARESCDE regarding your use and access to the Site and Services.

USER CONDUCT

2.1 The Service includes information, views, opinions and recommendations of individuals and organizations of interest to individuals from a wide variety of industries and geographic regions. We assume no responsibility for the accuracy, currency, completeness, or usefulness of information in any material and We do not endorse any opinions or recommendations posted by users. You should exercise discretion and skepticism before relying on information in messages, comments, or submissions, posted by other Users since it may be incorrect or misleading. If you rely on information posted by other Users, you do so solely at your own risk.

We reserve the right to monitor, edit, correct, or remove any information transmitted or received through the Site or Services, or to terminate your use of the Site or Services, at any time, without notice, in our sole discretion. It is Users’ responsibility to bring violations of the Terms of Use to our attention, although We do not guarantee any action based on such information. The following actions, among others, may result in removal of messages and/or termination of your use of the Site or Services:

Using the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable.

Posting or transmitting third-party copyrighted information or in any way infringing on the intellectual property rights, contractual or fiduciary rights of others.

Providing false information on any registration form that you may submit or impersonating someone else.

Using the service for the transmission of junk mail, spam, chain letters, or unsolicited mass distribution of email.

Threats of violence and hate speech. Do not threaten, encourage, or incite violence against anyone, directly or indirectly, or hatred against people based on characteristics like race, ethnicity, national origin, religion, disability, disease, age, sexual orientation, gender, or gender identity.

Violating the letter or spirit of the Terms of Use.

Harassment. We don't tolerate harassment, which includes:

Bullying or shaming someone or posting things likely to encourage others to do so.

Posting copies of private communications between private individuals without the explicit consent of all parties to the communication.

Doxing, which includes posting not only private or obscure personal information but also the aggregation of publicly available information to target, shame, blackmail, harass, intimidate, or endanger.

Posting intimate or explicit images taken or posted without the subject's express consent.

2.2 Your use of the Site and Services is subject to all applicable local, state, national and international laws, and regulations, including but not limited to the U.S. export control laws and regulations. You agree not to transmit any material that could constitute or encourage conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation.

2.3 You agree that you are responsible for all statements made and acts or omissions that occur on your account. You agree to waive and hold Us harmless from any claims relating to any action taken by Us as part of our investigation of a suspected violation of the Terms, or as a result of its conclusion that a violation of the Terms has occurred, including but not limited to the removal of posts and submissions from the HPPCARESCDE site or the suspension or termination of your account. If you believe someone has used your password or account without your authorization, you must notify Us immediately at administrator at HPPCARESCDE dot org.

2.4 We reserve the right to access and disclose any information, including usernames of accounts and other information, to comply with applicable laws and lawful government requests, to operate HPPCARESCDE's systems properly, or to protect HPPCARESCDE or its users.

2.5 We reserve the right at all times (but will not have an obligation) to screen, remove or refuse to publish any Content on the Services. We also reserve the right to access, read, preserve, and disclose any information as We reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of HPPCARESCDE, its users and the public. HPPCARESCDE does not disclose personally identifying information to third parties except in accordance with our Privacy Policy. You agree that all Content containing personally identifying information that you submit on or through the Services is public information, and you do so with the expectation that all Content you submit on or through the Services will be readily available to the public. Content does not include payment information.

2.6 Except as permitted through these Terms, you may not reproduce, modify, or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the content of the Site or Services. You may not copy or modify the HTML code used to generate web pages on the Site or Services.

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The Site and Services may contain third-party Content. HPPCARESCDE neither licenses such Content, nor is HPPCARESCDE responsible for such third-party Content. All third-party Content is solely governed by the Terms of Use or rights of any such third parties.

3.3 You agree that upon posting content in any form on the Services, you grant HPPCARESCDE and its successors and assigns a non-exclusive, worldwide, royalty free, perpetual, non-revocable license under your copyrights or other intellectual property rights, if any, in such material to use, distribute, display, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display and perform, whether publicly or otherwise, such material in any and all media, now known or hereafter developed, in any manner, whole or part, and without any duty to account to you. You also grant Us the right to assign, transfer, license or sublicense any of the rights granted by you. You also grant Us the right to authorize the downloading and printing of such material, or any portion thereof, by end-users for their personal or commercial use. You agree not to post or transmit material that is subject to another party's rights, on or through the HPPCARESCDE Site or Services, without that party's express permission.

3.4 You also grant the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotion material related to those materials and other information to Us. You agree that you shall have no recourse against Us for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Us or in your submissions to public or members-only areas of the HPPCARESCDE Site, Services and system.

4. EXTERNAL LINKS

4.1 The Site and Services contain links to other web sites, resources and users of the Site and Services. We are not responsible for the availability of these outside resources, or their contents, nor do We endorse nor are We responsible for any of the contents, advertising, products or other materials on such sites. Under no circumstances shall We be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods or services available on such sites. Any concerns regarding any external link should be directed to its respective site administrator or webmaster.

5. DISCLAIMER OF WARRANTIES AND LIABILITY

5.1 The HPPCARESCDE Service is provided AS IS and AS AVAILABLE, WITHOUT WARRANTY OF ANY KIND. YOU ASSUME COMPLETE AND TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, SERVICES AND THE INTERNET.

WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS OR RELIABILITY OF THE CONTENT AVAILABLE THROUGH THE SITE AND SERVICES, OR THE SERVICE ITSELF; (B) ANY WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT SOFTWARE DEFECTS WILL BE CORRECTED; AND (C) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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EMPLOYEES, AND ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT. HPPCARESCDE, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

6. INDEMNIFICATION

6.1 You agree to indemnify and hold HPPCARESCDE and its Affiliates, their respective officers, directors, owners, agents and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site or Service, the violation of these Terms by you, or the infringement by you, or other user of the Site or Service using your computer, of any intellectual property or other right of any person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

7. TERMINATION

7.1 You agree that We may, in our sole discretion, terminate or suspend your access to all or part of the Site or Services for any reason, including, without limitation, breach of the Terms or any subsequent modifications, or attempted assignment of your account by you. Any suspected fraudulent, abusive or illegal activity may be grounds for termination of your account and may be referred to appropriate law enforcement authorities. We shall not be liable to you or any third party for the termination of your use of the Site or Services or any claims related to the termination of such use.

7.2 Should you object to any terms and conditions of these Terms or any subsequent changes to the terms and conditions or become dissatisfied with the Service in any way, your only recourse is to immediately: (1) discontinue use of the Site and Services; (2) terminate accounts, if any; and (3) notify Us of termination by sending an email to: administrator ATHPPCARESCDE DOT org. Continued use of the Service is an acceptance of the Terms and all or any subsequent changes.

8. LAWS

8.1 The Terms are governed by and construed in accordance with the laws of the District of Columbia and the intellectual property laws of the United States, and you agree to submit to the personal

jurisdiction of the courts of the District of Columbia for any for any cause of action arising out of or relating to the Site, Services or these Terms.

8.2 You agree that any cause of action arising out of or related to the Site or Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

8.3 This Agreement, with any other instrument, agreement or document attached or referred to, which are incorporated by this reference as though set forth in full, embodies the final, full and exclusive statement of the agreement between HPPCARESCDE and you related to the content herein, and as of its date supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its scope. This Agreement shall not be construed to govern any other transaction between HPPCARESCDE and you. Neither party shall be bound by or liable to the other party for any representation, promise or inducement made by any agent or person in their employ relating to the subject matter which is not embodied in this Agreement.