

## HereForYouth.com Terms of Use

*Last modified [April 17, 2015]*

The hereforyouth.com website (the "Site") is owned and operated by The Grant Halliburton Foundation ("We," "Us" or "Our"). Your use and access of the Site is expressly conditioned on your acceptance of the following terms and conditions (this "Agreement"). "You" or "Your" means the person, company or other legal entity that is accepting this Agreement by visiting or using the Site.

### 1. Terms.

- 1.1 This Agreement sets forth the legally binding terms for Your use of the Site and any features, content, or applications offered from time to time by Us in connection with the Site (the "Services"). By using the Services, You agree to be bound by this Agreement.
- 1.2 We may modify this Agreement from time to time, and such modifications shall be effective upon posting by Us to the Site. It is therefore important that You review this Agreement regularly to ensure You are updated as to any changes. Your continued use of the Site after any changes in this Agreement constitutes Your approval of the terms of use agreement then in effect.
- 1.3 We reserve the right, in Our sole discretion, to reject, restrict, suspend, or terminate Your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without any liability whatsoever.

### 2. General Responsibilities.

- 2.1 You shall: (i) use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use; and (ii) use the Services only in accordance with applicable laws and government regulations.
- 2.2 You shall not: (i) make the Services available to anyone other than Yourself; (ii) sell, resell, rent or lease the Services; (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Services or data contained therein; or (v) attempt to gain unauthorized access to the Services, related systems or networks.

### 3. License to Use.

- 3.1 "Site Content" means all information, data, text, software, music, sound, photographs, graphics, video, messages or other material that are displayed, used, or otherwise incorporated into the Site. We grant You a personal, non-exclusive, non-transferable license to access and use the Site Content for Your personal, informational, non-commercial use.

- 3.2 You may not: (i) remove any trademarks, copyright notices, or any other notice contained in any Site Content; (ii) reproduce, download (other than page caching), modify, publish, distribute, transmit, disseminate, broadcast, transfer, license, sell, rent, lease, adapt, create derivative works based upon, publicly display or perform, or in any way exploit any Site Content; (iii) frame or utilize framing techniques to enclose any Site Content; (iv) disassemble, decompile or reverse engineer any of the Site Content; (v) attempt to hack any portion of the Site, or to defeat or overcome any encryption technology or security measures implemented by Us; (vi) interfere with or disrupt the operation of the Site or the servers or networks connected to, or operated in connection with, the Site; (vii) violate any applicable local, state, national or international law; or (viii) make any request to transactional servers more than once during any three-second interval.
4. Term. This Agreement shall remain in full force and effect while You use the Services. We may terminate this Agreement at any time. Without limiting the foregoing, We shall have the right to immediately terminate or suspend access in the event of any conduct by a user that We, in Our sole discretion, consider to be unacceptable, or in the event of a breach of this Agreement. The provisions of Sections 1, 2, 3.2, and 4-12 will survive any termination of this Agreement.
5. Copyright Policy. All Site Content is owned by Us. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Site Content without Our written permission. All trademarks on the Site, including Our logos, are owned exclusively by Us. No license or grant of any rights, express or implied, are granted in or to Our trademarks. The privileges of any Donor may be terminated upon discovery of unauthorized use of copyrighted material.
6. Privacy. Use of the Services is also governed by Our [Privacy Policy](#).
7. Disclaimers.
- 7.1 The Site and Site Content are for informational purposes only. The Site, Site Content, and Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your qualified mental health provider with any questions You may have regarding a medical condition. We do not recommend or endorse any specific tests, mental health providers, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Us or the Site is solely at Your own risk.
- 7.2 Site Content may contain links to third party sites or contact information for third party service providers (collectively, "Third Party Providers"). We are not responsible for the content, accuracy or opinions expressed by Third Party Providers, and such Third Party Providers are in no way investigated, monitored or checked for accuracy or completeness by Us. Inclusion of any links on the Services does not imply approval or

endorsement of the linked website by Us. When You access or contact these Third Party Providers, You do so at Your own risk.

- 7.3 We are not responsible for any problems or technical malfunction of any electronic network or lines, servers, software, or failure of transmission as a result of technical problems or traffic congestion on the Internet or on any of the Services, including any injury or damage to any person's computer resulting from participation or downloading materials in connection with the Services. Under no circumstances shall We be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, from any Site Content, or from the conduct of any users of the Services, whether online or offline.
- 7.4 The Services are provided "AS-IS" and as available, and We expressly disclaim any warranties, express or implied, including but not limited to warranties of fitness for a particular purpose, merchantability, title, or non-infringement. We cannot guarantee and do not promise any specific results from use of the Services or Third Party Providers.
8. Limitation on Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT PAID, IF ANY, BY YOU TO US.
9. Settlement of Disputes. IF THERE IS ANY DISPUTE ABOUT OR INVOLVING THE SERVICES, YOU AGREE THAT THE DISPUTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS AND YOU AGREE TO EXCLUSIVE PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS OF THE UNITED STATES LOCATED IN THE STATE OF TEXAS. Either We or You may demand that any dispute between Us and You about or involving the Services be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) provided that the foregoing shall not prevent Us from seeking injunctive relief in a court of competent jurisdiction.
10. Indemnity. You agree to indemnify and hold Us, Our subsidiaries and affiliates, and Our respective officers, agents, partners and employees, harmless from any claim, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Services in violation of this Agreement, or that Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law.
11. Third Party Provider Terms.

- 11.1 If You are or act on behalf of a Third Party Provider, You represent and warrant that: (i) You are authorized to submit any information you submit to Us (“Provider Information”); and (ii) any such Provider Information is complete, accurate, and correct.
- 11.2 If You are or act on behalf of a Third Party Provider, you understand and acknowledge that We do not guarantee that submitting Provider Information will result in a Third Party Provider receiving any visibility, publicity, leads, contacts, or other perceived benefits.
- 11.3 If You are or act on behalf of a Third Party Provider, you hereby grant Us a license to use and display your Provider Information, including but not limited to Your trademarks, for the purpose of including You in Our provider listings.
- 11.4 If You are or act on behalf a Third Party Provider, in addition to the indemnification obligations in Section 10 herein, you agree to indemnify and hold Us, Our subsidiaries and affiliates, and Our respective officers, agents, partners and employees, harmless from any claim, including reasonable attorneys’ fees, made by any third party arising out of or related to the listing of Your Provider Information on the Site.
12. Other.
- 12.1 This Agreement constitutes the entire agreement between You and Us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
- 12.2 “The Grant Halliburton Foundation” and the Grant Halliburton Foundation logo are trademarks of The Grant Halliburton Foundation.
- 12.3 This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.
- 12.4 Contact Us at [info@hereforyouth.com](mailto:info@hereforyouth.com) with any questions regarding this Agreement.