

Safe & Sound, Inc.

Terms of Use

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By accessing or using the Site, you (“you”) agree that you have read and understand these Terms and our Privacy Policy.

If you do not agree with these Terms or our Privacy Policy, please do not access or use the Site.

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting to the Site and, by accessing or using the Site after changes are posted, you agree to those changes. Material changes will be conspicuously posted on the Site.

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aim to render the Site or associated services inoperable or to make their use more difficult are prohibited. You may not submit inaccurate information via the Site, commit fraud or falsify information in connection with your use of the Site, or act maliciously against the business interests or reputation of Safe & Sound.

- c. You are responsible for complying with all local, state, and federal laws and regulations that apply to your use of the Site.
4. **Payment and Donation Information.** Purchases of event tickets and donations made through the Site must be made by credit or debit card. Information about our collection and use of payment-related information is set forth in our [Privacy Policy](#). If the credit or debit card information that you submit is incorrect or invalid, your payment will not be processed. We have no responsibility or liability if your credit or debit card is declined by your financial institution. Payments are processed by our PCI-compliant third-party payment processor. Refunds, if available, are solely the responsibility of Safe & Sound and are at Safe & Sound's sole discretion.
5. **Event Availability.** The prices and availability of events and event tickets on the Site may change at any time without notice to you. Event ticket prices remain valid while they are listed and offered on the Site. Prices will be as posted on the Site as of the date and time of your order, as applicable. Availability of event tickets may be limited.
6. **Resume Submissions.** The Site may allow you to upload a resume. You will not upload a resume for any person other than yourself. You warrant that all information contained in any resume you provide is current, accurate, and complete. Your upload of a resume does not in any way require Safe & Sound to review that resume or consider you for employment. Employment opportunity descriptions on the Site are subject to change at our sole discretion without notice.
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- 8. NO LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SAFE & SOUND, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION THE INPUT OF PERSONALLY IDENTIFIABLE AND OTHER INFORMATION INTO THE SITE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF SAFE & SOUND HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SAFE & SOUND'S LIABILITY TO YOU EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- 9. Indemnification.** You will indemnify, defend, and hold harmless Safe & Sound, its affiliates, and its and their respective directors, officers, employees, representatives, consultants, agents, suppliers, and licensors from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, expenses, and costs (including without limitation reasonable attorneys' fees) that arise out of or in connection with your access to or use of the Site, your misuse of any material, data, or other information downloaded or otherwise obtained from the Site, your donations made through the Site, or your violation of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.
- 10. Third-Party Web Sites.** The Site may link to, or be linked to, web sites not maintained or controlled by Safe & Sound. Those links are provided as a convenience and Safe & Sound is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party web site or any products or services made available through those web sites. Please take care when leaving the Site to visit a third-party web site. You should read the terms of use and privacy policy for each web site that you visit.
- 11. Feedback.** Safe & Sound welcomes comments regarding the Site. If you submit comments or feedback to us regarding the Site, they will not be considered or maintained as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

- 12. Disputes.** These Terms are governed by the laws of the state of Wisconsin, without regards for its conflict of law principles. Venue is exclusively in the state or federal courts, as applicable, located in Milwaukee County, Wisconsin, with respect to any dispute arising under these Terms unless otherwise determined by Safe & Sound in its sole discretion and the parties expressly agree to the exclusive jurisdiction of such courts. Any cause of action or other claim with respect to the Site must be commenced within one year after the cause of action or claim arises.
- 13. Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent.
- 14. Third-Party Beneficiaries.** These Terms do not confer any rights, remedies, or benefits upon any person other than you, except that our affiliates are third-party beneficiaries of these Terms.
- 15. Interpretation.** These Terms, including our [Privacy Policy](#), are the entire agreement between you and Safe & Sound with respect to your access to and use of the Site. Safe & Sound's failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Safe & Sound. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of Safe & Sound's successors and assigns.
- 16. Survival.** Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification or limitation of our liability) will continue in effect beyond any termination of these Terms or of your access to the Site.
- 17. Electronic Communications.** These Terms and any other documentation, agreements, notices, or communications between you and Safe & Sound may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
- 18. Contact Us.** Please direct any questions and concerns regarding these Terms to us at:

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