Safe & Sound, Inc.

Terms of Use

Last Updated: June 14, 2017

These Terms of Use ("Terms") govern your access to and use of this web site ("Site"), made available to you by Safe & Sound, Inc. ("Safe & Sound," "we," "us," or "our").

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.

1. Privacy Policy. We may collect certain information from your use of the Site as set forth in our Privacy Policy, which is incorporated into these Terms by this reference. Your use of the Site constitutes your consent to the information collection, use, and sharing as set forth in our Privacy Policy.

2. Intellectual Property Rights. The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, other content, software, computer code, data, trademarks, logos, slogans, documentation, other components, and the design, selection, and arrangement of content is exclusively the property of Safe & Sound or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, or any other intellectual property belonging to Safe & Sound or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Site may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners.

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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.

7. NO WARRANTY. THE SITE IS PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OF ANY KIND. SAFE & SOUND MAKES COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT ALL MATERIAL, INFORMATION, AND DATA ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY CAN BE GUARANTEED. SAFE & SOUND DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE. SAFE & SOUND DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. SAFE & SOUND IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SITE.

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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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   c/o Executive Director
   801 W. Michigan St.
   Milwaukee, WI 53233
   (414) 220-4798