



## **Unique People Services Website Terms of Use Agreement**

Welcome to [uniquepeopleservices.org](http://uniquepeopleservices.org), the website and online service of Unique People Services (“Unique People Services” “we,” or “us”). This document explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the “Site”). By accessing or using the Site, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“Agreement”) and to the collection and use of your information as outlined in Unique People Services Privacy Policy, whether you are a registered user of our Site. This Agreement applies to all visitors, users, and others who access the Site (“Visitors”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Your access or use of the Website constitutes your agreement to be bound by this Agreement. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, OR ANY POSTED GUIDELINES, POLICIES OR RULES, PLEASE DO NOT USE THE WEBSITE.

### **No 1. USE OF OUR SITE**

Unique People Services holds its headquarters in the Bronx, New York, and provides housing for individuals and families with special needs, specifically people living with HIV/AIDS, mental illness, and developmental disabilities.

#### **A. Eligibility**

You may use the Site only if you can form a binding contract with Unique People Services, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Site by anyone under 13 is strictly prohibited and in violation of this Agreement. The Site is not available to any visitors previously removed from the Site by Unique People Services.

#### **B. Unique People Services Site**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site for your personal, noncommercial use only and as permitted by the features of the Site. Unique People Services reserves all rights not



expressly granted herein in the Site and Unique People Services Content (as defined below). Unique People Services may terminate this license at any time for any reason or no reason.

### **C. Site Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Site in a manner that sends more request messages to Unique People Services servers than a human can reasonably produce in the same period by using a conventional on-line web browser (except that Unique People Services grants the operators of public search engines revocable permission to use spiders to copy materials from Unique People Services Uniquepeopleservices.org for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site; (v) taking any action that imposes or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Site; (vii) collecting or harvesting any personally identifiable information, including account names, from the Site; (viii) using the Site for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding, or attempting to hide your identity; (x) interfering with the proper working of the Site; (xi) accessing any content on the Site through any technology or means other than those provided or authorized by the Site; or (xii) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein.

Accessing the audiovisual content available on the Site for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. “Streaming” means a contemporaneous digital transmission of an audiovisual work via the Internet from Unique People Services’ Site to a Visitor’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the Visitor.

We may, without prior notice, change the Site; stop providing the Site or features of the Site, to you or users generally; or create usage limits for the Site. We may permanently or temporarily terminate or suspend your access to the Site without notice and liability for any reason, including if in our sole determination, you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You are solely responsible for your use of Unique People Services’ Site. We reserve the right and have no obligation to monitor disputes between you and other visitors to the Site. Unique People Services shall have no liability for your use of the Site.

## **No 2. OUR PROPRIETARY RIGHTS**



The Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and Content posted by Unique People Services, and all Intellectual Property Rights related thereto, are the exclusive property of Unique People Services and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Unique People Services content. Use of Unique People Services Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to submit comments or ideas about the Site, including without limitation about how to improve the Site or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Unique People Services under any fiduciary or other obligation and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Unique People Services does not waive any rights to use similar or related ideas previously known to Unique People Services, developed by its employees, or obtained from sources other than you.

### **No 3. DONATIONS**

#### **A. Collection of Online Donations**

Unique People Services accepts donations through this website. All donations made via the Site are handled by a third-party independent payment processor not affiliated with or controlled by Unique People Services. Once you elect to donate through this Site, you will be directed to a third-party website to process your donation. The third-party payment processor may collect information from you, which may include your name, address, telephone number, email address, and credit card number. Upon receipt of your donation through this third-party payment processor, Unique People Services may receive your contact information to provide you with a tax receipt for your donation and an acknowledgment letter. Unique People Services does not collect, nor receive your credit card information.

#### **B. Taxes**

All information that you provide in connection with a donation through the Site must be accurate, complete, and current. You agree to be solely responsible for all tax consequences, if any, relating to any such donations.

### **No 4. NO PROFESSIONAL ADVICE**



If the Site provides professional information (for example, educational, legal, or financial information), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based on any information contained on the Site. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

## **No 5. PRIVACY**

We care about the privacy of our visitors. You understand that by using the Sites you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data as outlined in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

## **No 6. SECURITY**

Unique People Services cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **No 7. THIRD-PARTY LINKS**

The Site may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Unique People Services. Unique People Services does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Site, you do so at your own risk, and you understand that this Agreement and Unique People Service's Privacy Policy do not apply to your use of such sites. You expressly relieve Unique People Services from all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site (if any), including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Unique People Services shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **No 8. INDEMNITY**

You agree to defend, indemnify and hold harmless Unique People Services and its subsidiaries,



agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Site with your unique username, password or other appropriate security code.

### **No 9. NO WARRANTY**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNIQUE PEOPLE SERVICES OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, UNIQUE PEOPLE SERVICES, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE AVAILABLE AT ANY TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED USING THE SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH A DOWNLOAD OR YOUR USE OF THE SITE.

UNIQUE PEOPLE SERVICES DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SITE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH UNIQUE PEOPLE SERVICES SITE OR ANY HYPERLINKED WEBSITE OR SITE, AND UNIQUE PEOPLE SERVICES WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SITES.

### **No 10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIQUE PEOPLE SERVICES, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE,



INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE. UNDER NO CIRCUMSTANCES WILL UNIQUE PEOPLE SERVICES BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNIQUE PEOPLE SERVICES ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT. (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SITE. (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ALL PERSONAL INFORMATION STORED THEREIN. (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE. (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY. (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED BECAUSE OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL UNIQUE PEOPLE SERVICES, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO UNIQUE PEOPLE SERVICES HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF UNIQUE PEOPLE SERVICES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO

YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.





The site is controlled and operated from its facilities in the United States. Unique People Services makes no representations that the site is appropriate or available for use in other locations. Those who access or use the site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the site are solely directed to individuals, companies, or other entities located in the United States.

## **No 11. GOVERNING LAW AND ARBITRATION**

### **A. Governing Law**

You agree to the following: (i) The site shall be deemed solely based in New York and (ii) the Site shall be deemed a passive one that does not give rise to personal jurisdiction over Unique People Services, either specific or general, in jurisdictions other than New York. This Agreement shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in New York County, New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as outlined in the Arbitration provision below.

### **B. Arbitration**

For any dispute with Unique People Services, you agree to first contact us at [info@uniquepeopleservices.org](mailto:info@uniquepeopleservices.org) and attempt to resolve the dispute with us informally. In the unlikely event that Unique People Services has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Unique People Services claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in New York County, New York unless you and Unique People Services agree otherwise. Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees per AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief



from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND UNIQUE PEOPLE SERVICES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **No 12. GENERAL**

### **A. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you but may be assigned by Unique People Services without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

### **B. Notification Procedures and Changes to the Agreement**

Unique People Services may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Unique People Services in our sole discretion. Unique People Services reserves the right to determine the form and means of providing notifications to our visitors if you may opt out of certain means of notification as described in this Agreement. Unique People Services is not responsible for any automatic filtering. You or your network provider may apply to email notifications we send to the email address you provide us. Unique People Services may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page periodically. When we change the Agreement materially, we will update the 'last modified' date at the bottom of this page. Your continued use of the Site after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Site.

### **C. Entire Agreement/Severability**

This Agreement, together with any amendments and any additional agreements you may enter into with Unique People Services in connection with the Site, shall constitute the entire agreement between you and Unique People Services concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.





#### **D. No Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Unique People Services' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

#### **E. Contact**

Please contact us with any questions regarding this Agreement.

[info@Uniquepeopleservices.org](mailto:info@Uniquepeopleservices.org)