Terms of Service

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For the purposes of these Terms, “you” means you, the person using the Site, and, if applicable, the person that agrees to the Terms when accessing and/or using the Site and/or the Service. You and any persons that you authorize to use the Site and/or Service may be referred to in these Terms as the “User.”

BY ACCESSING OR USING ANY OF THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS, WHICH CONTAIN PROVISIONS APPLICABLE TO ALL USERS OF THE SERVICE, INCLUDING CASUAL VISITORS TO THE SITE AND THOSE USERS THAT AGREE TO BE BOUND BY THESE TERMS.

In the case of inconsistencies between these Terms and information included in off-line materials (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

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**Restrictions.** By using the Site you agree that will not use any of the Materials to compete against us in any way. No competitors or future competitors are permitted access to the Site or Materials, and any such access by third parties is unauthorized. You agree that you will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any Materials on our Site and you agree to not use any device, software or routine that may extract, copy,
modify, import, export, replicate, scrape or otherwise deliver, in any manner, the Materials to you or anyone else. If you do so, then you agree that we are suffering irreparable injury and that an injunction or temporary restraining order may be entered by any court sitting in the state where our business is located prohibiting the use of such information and requiring. In addition, you agree to pay all reasonable attorney’s fees and costs incurred in enforcing these provisions.

**Contract.** In consideration of your use of the Service, you represent and certify that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (such information being the “Customer Data”). If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your use of the Site and/or Service (or any portion thereof). To be a User of the Service you must be 18 years or over. Minor children under the age of 18 who wish to access the Service must obtain permission from their parents and their parents must agree to these Terms. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service and/or Materials are appropriate and inappropriate for your child.

**Amendment of Terms.** You agree that Financial Guidance Center retains the right to amend these Terms and the Site, including service offerings at any time, for any reason, and without notice, and the right to terminate the Site or any part of any of the Site. You agree to review the posting of these
Terms at 211Nevada.communityos.org periodically to be aware of such changes. Your continued use of a Site constitutes acceptance of any amendments, additions, or modifications to these Terms. Any amendments or modifications made by Financial Guidance Center shall be prospective only. You will be bound by all such modifications, whether or not you have notice thereof.

Contact. Financial Guidance Center is located in Las Vegas, Nevada, U.S.A. Any questions, comments or suggestions, including any report of violation of these Terms should be provided to the Administrator as follows:

By E-mail: Nevada211@FinancialGuidanceCenter.org
By Fax: (702) 364-5836
By Postal Mail: 2650 S. Jones Blvd, Las Vegas, NV 89146

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Copyright. Unless otherwise stated in these Terms or on the Site, Financial Guidance Center is the owner of all copyright and database rights in the Service and its contents. You may not publish, distribute, extract, reuse or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with these Terms.
Submissions.

8.1 You may place Content on the Site only in accordance with the following limitations. You may NOT store any of the following material on the Site or obtain any such material using the Site:

(a) Any threatening, obscene, pornographic or profane material or any other material that could give rise to any civil or criminal liability under applicable law;

(b) Any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) whose likenesses are displayed in the material; or

(c) Any material sent from an anonymous or false address.

8.2 While Financial Guidance Center does not and cannot review all material on the Site, and is not responsible for its content, Financial Guidance Center reserves the right to remove, delete, move, or edit Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. Financial Guidance Center will not be liable for the Content of any submission. You agree to indemnify and hold Financial Guidance Center harmless for any violation of this provision.

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**Third Party Software and Linking.** Although we may make software, hyperlinks, and other products of third-party companies available to you, your use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing or distributing such products, and the agreement for your use will be between you and such third party. Financial Guidance Center makes no warranty with regard to the products or web site of any other entity. Financial Guidance Center has no control over the content or availability of any third-party software or web site. In particular, (a) Financial Guidance Center makes no warranty that any third-party software you download or web site you visit will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses and (b) Financial Guidance Center notifies you that it is your responsibility to become familiar with any web site’s privacy and other policies and terms of service, and to contact that site’s webmaster or site administrator with any concerns.

**Monitoring of Content.** You acknowledge, consent and agree that Financial Guidance Center may access, preserve, and disclose your information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Financial Guidance Center, its users and the public.

**Suspension and Termination of Access and Membership.** Financial Guidance Center reserves the right to suspend or terminate your
use of the Site, at any time, without notice, for any reason, including but not limited to (a) breach of these Terms, including policies or guidelines set forth by Financial Guidance Center elsewhere; and (b) conduct that Financial Guidance Center believes is harmful to other users of the Service or the business of Financial Guidance Center or other third party information providers (including slowing down the servers and affecting other users. Further, you agree that Financial Guidance Center shall not be liable to you or any third party for any termination of your access to the Site. Financial Guidance Center reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Financial Guidance Center shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Privacy. It is the policy of Financial Guidance Center to respect the privacy of individuals who visit the web site and provide comments to us. We collect addresses, names and other identifying and contact information from users of the Site in order to provide the Service and correspond with customers about any questions relating to the Service. Occasionally we may use this information to send users information about the Services. We may also collect identifying information about you through a log of all traffic on our web site and aggregate that information into site functionality data. Our purpose for collecting the information is to analyze the use of our web site and improve its format and functionality. We may on occasion provide aggregate demographical information about web site users or purchasers to third parties, such as suppliers or advertisers, but currently such information does not identify specific individuals. We do not currently use any personally identifiable information for any purpose other than those we
have described here and in our Privacy Policy. In addition, Financial Guidance Center does reserve the right to provide user information to third parties when required to comply with U.S. law or legal procedure, to protect Financial Guidance Center or its users’ rights or property and in emergency situations if physical safety or health is at issue. Registration data and certain other information about you is subject to our Privacy Policy. If you are located in the European Union or elsewhere outside of the United States, your use of this Site is at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws. By using this Site, participating in any Site activities, and/or providing us with your personal information, you (i) consent to the transfers and processing of any information you provide to the Site; (ii) acknowledge that U.S. law provides a lower standard of protection for personal data than the laws of various countries including, but not limited to, the European Union; and (iii) understand that this Site will deal with your information in accordance with our Privacy Policy and U.S. law. Consequently, you hereby waive any claims that may arise under the laws and regulations that apply to you in any other country or jurisdiction.

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events will not occur. Accordingly, Financial Guidance Center disclaims any and all liability resulting from, or related to, such events.

**Representations and Warranties by You.** You understand and acknowledge that all of your rights to use and access the third party services, sites and materials and receive data arise from the third parties’ services and applicable agreements to which you must agree (“Third Party Agreements”). Accordingly, you represent and warrant that: (a) that you shall comply with and shall not violate any Third Party Agreements; and (b) that you will not violate any applicable law or regulation, or cause a breach of any agreement with any third party, in connection with the performance of its obligations and use of the Service. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Financial Guidance Center shall have the right to immediately suspend any of the Service in order to prevent harm to Financial Guidance Center or its business and to limit any potential liability. If practicable, Financial Guidance Center may provide notice and opportunity to cure. Once cured, in Financial Guidance Center’s discretion, Financial Guidance Center will use reasonable efforts promptly restore the Service. You agree to indemnify and hold Financial Guidance Center harmless for any liability arising from or related to your breach of the foregoing warranties.

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within the reasonable control of Financial Guidance Center. You agree that Financial Guidance Center shall not be liable to you for any modification, suspension or discontinuance of the Service. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED “AS-IS” WITHOUT ANY WARRANTY OF ANY KIND. You are responsible for obtaining access to any Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

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Rules of Conduct
18.1 The following Rules of Conduct apply to the Site. By using any of the Site, you agree that you will not distribute any Content that:

(a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; is bigoted, hateful, or racially or otherwise offensive; is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity;

(b) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;

(c) infringes or violates any right of a third party including: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person’s personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation;

(d) is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);

(e) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity’s use or enjoyment of the Site;
(f) does not generally pertain to the designated topic or theme of the Site;

(g) violates any specific restrictions applicable to a public forum, including its age restrictions and procedures; or

(h) is antisocial, disruptive, or destructive, including “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the Internet.

18.2 You expressly agree that you are solely responsible for any and all acts and omissions related to your use of the Site and the Service, and you agree not to engage in any unacceptable uses of the Service, which include, without limitation, use of the Service to:

(a) register for the Site and the Service if you have not acknowledged reading and agreed to abide by these Terms and the Privacy Policy;

(b) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Site or any other computer network;

(c) use the Site or the Service in connection with any commercial endeavors;

(d) post your personal information such as instant messaging addresses, personal URLs, physical addresses and phone numbers in any publicly viewable areas of the Site;

(e) post or give out any financial information or transmit electronically or physically any money to other Users;

(f) create user accounts by automated means or under fraudulent or false pretenses;

(g) create or transmit unsolicited electronic communications
such as spam to Users or promote any products or services;

(h) submit or upload any type of material that is unlawful, harmful, hateful, threatening, abusive, harassing, defamatory, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Financial Guidance Center;

(i) submit or upload any content for which you do not own all applicable rights or that infringes the proprietary rights of other parties;

(j) submit, engage in or upload any type of competitions or content that can cause physical or mental harm to the participants or visitors to the Site;

(k) harass, threaten or intentionally embarrass or cause harm or distress to another person or group;

(l) collect and publish any information about any of our Users;

(m) adapt, modify or reverse engineer any portion of the Service or the Site;

(n) use any spider, robot, retrieval application, or any other device to retrieve any portion of the Site;

(o) reformat any of the pages that are part of the Site;

(p) disseminate, store or transmit viruses, worms, Trojan horses or other malicious code or program;

(q) encourage conduct that would constitute a criminal or civil offense;

(r) violate any applicable federal, state, local or international law or regulation;

(s) exploit children under 18 years of age;
(t) invade the privacy of any person, including but not limited to submitting personally identifying or otherwise private information about a person without their consent (or their parent’s consent in the case of a child under 13 years of age);

(u) solicit personal information from a child under 13 years of age;

(v) submit false or misleading information to Financial Guidance Center, the Site or other Users; or

(w) engage in any other activity deemed by Financial Guidance Center to be in conflict with the spirit of these Terms and the Privacy Policy.

18.3 We cannot and do not assure that other Users are or will be complying with the foregoing rules of conduct or any other provisions of these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

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intellectual property rights or other rights of third parties. You agree to indemnify and hold Financial Guidance Center harmless for any violation of this provision.

**Limitation of Liability.**

20.1 YOU ACKNOWLEDGE, BY YOUR USE OF ANY OF THE SITE OR SERVICE, THAT YOUR USE OF THE SITE OR SERVICE AND ANY RELIANCE UPON EITHER IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE OR SERVICE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL FINANCIAL GUIDANCE CENTER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF FINANCIAL GUIDANCE CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICE, FROM ANY CHANGES TO THE SITE OR THE SERVICE OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

20.2 YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU SPECIFICALLY ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES SHALL FINANCIAL GUIDANCE CENTER BE LIABLE OR RESPONSIBLE FOR HARM OR DAMAGES ARISING FROM YOUR USE OF THE INFORMATION, FACTS, AND OPINIONS AVAILABLE ON THE SERVICE AND THE SITE OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION, FACTS, AND OPINIONS AVAILABLE ON THE SERVICE AND THE SITE. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST FINANCIAL GUIDANCE CENTER AND ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF YOUR USE OF THE SERVICE AND THE SITE AND THE INFORMATION, FACTS, AND OPINIONS AVAILABLE THEREON. YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE
20.3 YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND (B) FINANCIAL GUIDANCE CENTER IS NOT RESPONSIBLE FOR ANY HARM OR DAMAGES THAT MAY ARISE FROM YOUR USE OF THE INFORMATION, FACTS, AND OPINIONS PROVIDED IN CONNECTION WITH THE SITE OR THE SERVICES. YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF IN YOUR USE OF THE SITE AND THE SERVICE AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT.

20.4 IF YOU ARE DISSATISFIED WITH THE SITE OR THE SERVICE OR WITH ANY OF THESE TERMS, OR FEEL [YOUR ORGANIZATION NAME] HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICE. THE TOTAL LIABILITY OF FINANCIAL GUIDANCE CENTER TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE SITE OR THE SERVICE SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE. IT IS THE INTENTION OF YOU AND FINANCIAL GUIDANCE CENTER THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

20.5 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

General.

21.1 Applicable Law and Jurisdiction. You agree that regardless of any statute or law to the contrary, any claim or cause of
action arising out of or related to the use of the Site or the Service or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred. You and Financial Guidance Center agree that these Terms and any claims hereunder shall be governed by and subject to the laws of the state of Colorado, without giving effect to any principles of conflicts of law. You agree to personal jurisdiction by and venue in the state and federal courts in Denver, Colorado.

21.2 No Resale of Service. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service, unless as explicitly licensed between you and Financial Guidance Center with such terms as agreed to in writing between you and Financial Guidance Center.

21.3 Independent Contractors. No joint venture, partnership, employment, or agency relationship exists between you and Financial Guidance Center as a result of these Terms or use of the Site or the Service.

21.4 Enforcement. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to reimbursement of its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive from the other party.

21.5 Force Majeure. Financial Guidance Center will not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond Financial Guidance Center’s reasonable control.
21.6 Waiver. The failure of Financial Guidance Center to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Financial Guidance Center in writing.

21.7 Construction. The headings of Sections of these Terms are for convenience and are not to be used in interpretation.

21.8 Entire Agreement. These Terms constitute the entire agreement between you and Financial Guidance Center and govern your use of the Site and the Service, superseding any prior agreements between you and Financial Guidance Center. The failure of Financial Guidance Center to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you and Financial Guidance Center nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.