**These Terms of Use govern your use of our website. By accessing or using our website, you agree to comply with these Terms of Use. Please read them carefully before proceeding.**

# Terms of Use for www.jeffersonparks.com

TERMS OF USE

Effective Date: June 5, 2023

Welcome to the website of the Jefferson Park Ministries, Inc. (collectively, "JPM", "we", or "us" or "our"). The following terms of use ("Terms of Use" or "Agreement"), govern your access to and use of the site at www.jeffersonparks.com including any content, functionality and services offered on or through the site (the "Website").

SECTION 15 CONTAINS A CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH JPM. PLEASE READ IT.

1. Acceptance of the Terms of Use

Please read these Terms of Use carefully before you use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy at https://www.jeffersonparks.com/privacy-policy, and which incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time and in our sole discretion, with or without notice. All changes are effective immediately when we post them and apply to all access to and use of the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Modification or Suspension of the Website.

We reserve the right to modify, withdraw or amend the Website and any service, product or content provided on or through the Website, in our sole discretion, without notice. We are not liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to any or all users.

4. Ownership

The Website and its entire contents, features and functionality, including all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, as well as the "look and feel" of the Website (collectively, the "Content"), are (and will continue to be) owned by JPM, its licensors or other providers of such material and are protected by United States and international copyright, trademark, trade dress, patent, trade secret and other intellectual property or proprietary rights laws. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Website. JPM, the JPM logo and all related names, logos, designs and slogans are trademarks of JPM or its affiliates. You must not use such marks without the prior written permission of JPM. All other names, logos, designs and slogans on the Website are the trademarks of their respective owners. The use of any names, logos, designs, slogans or trademarks (or other identifying information) of any third party by us does not imply that we have any type of association with such third party (or that we endorse such third party), nor are these companies sponsors or co-sponsors of our programs.

5. Limited License.

Subject to your compliance with these Terms of Use, JPM grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to download (temporary storage only), display, view, use and/or print one copy of the Content (excluding source and object code) only for your personal, non-commercial use. Except as expressly set forth in these Terms of Use, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of Content. As a further condition of use of the Website, you agree that you will use the Website in compliance with all applicable laws and not for any purpose that is prohibited by these Terms of Use. To seek permission to use materials and information beyond the scope of the foregoing license, please contact us here. Any rights not expressly granted herein are reserved.

6. Accounts

A. Accounts. In order to access or use some of the features on the Website, you may need to register with us or create an account. If you register with us or create an account: (i) you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your on a computer or other internet enabled or permitted device, and for all activity under your account; (ii) the account may only be set up by an authorized representative of the individual that is the subject of the account; (iii) usernames and passwords must be personal and unique, must not violate the rights of any person or entity and must not be offensive. We may reject the use of any password, username, or email address for any reason in our discretion; (iv) you are solely responsible for your registration information and for updating and maintaining it; (v) you will immediately notify us here of any unauthorized use of your account, password, or

username, or any other breach of security (but you will remain responsible for any unauthorized use thereafter); and (vi) you will not sell, transfer, or assign your account or any account rights.

B. Profiles. We may, either directly or through a third-party partner, periodically permit you to set up private profile pages ("Profile Page(s)") that allow you to provide and/or display information about you. Your Profile Page may not include any prohibited user generated content. Without limiting the foregoing, Profile Pages cannot be used to conduct commercial activities, including transactions, advertising, fundraising, contests or other promotions. We may offer you the ability to set preferences relating to your profile or Website activities, but settings may not become effective immediately or be error free and options may periodically change. We assume no responsibility or liability for users' profile material. Your profile information, including your photo, may be used by us for identity management and fraud prevention on and off the Website.

C. Personal Information. The Website's practices governing any collection and use of your personal information resulting from Accounts and Profile Pages are disclosed in our Privacy Policy. If you are under the age of 18, then you are not permitted to register as a user, create a Profile Page or otherwise submit personal information to us.

D. No Liability. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the obligations in this Section 6. We do not review accounts or Profile Pages for authenticity and are not responsible for any unauthorized accounts or Profile Pages that may appear on the Website. For any dispute as to account or Profile Page creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. Such resolution may include deleting or disabling access to accounts and/or Profile Pages, or any portion thereof, at any time, without notice.

7. Linking to the Website and Social Media Features

You may link to the JPM homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on the Website;
- send e-mails or other communications to others containing certain Website content, or links to certain Website content, including content owned by JPM and content owned by third parties;
- post certain content, such as photographs or other materials, to the Website;
- link directly to JPM's social media pages; and/or

- cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, you must not:

- share or post any content or materials that you do not own or have a valid license to use;
- share or post any content or materials which would violate the intellectual property rights, rights of publicity, privacy, contractual or legal rights of others;
- establish a link to the Website from any website that is not owned by you;
- link to any part of the Website other than the homepage;
- cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- interfere with the operation of the JPM's social media pages; and
- otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

You understand and agree that we are not responsible for conduct occurring on third party social media sites and you agree to review and comply with any applicable third party terms of service and privacy policies of such third party sites. We may disable any or all of the social media features and links on the Website, at any time, without notice, and in our sole discretion.

8. Acceptable Use of Our Website

You may use the Website only for lawful, personal, non-commercial purposes and in accordance with these Terms of Use. You agree not to:

- use the Website in any way that violates any applicable federal, state, local or international law or regulation (including any laws regarding the export of data or software to and from the U.S. or other countries);
- use the Website to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- use the Website to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm JPM or users of the Website or expose them to liability;
- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- engage in phishing, impersonation, data mining or scraping, or any other attempt to interfere with JPM's organization, data security, or the operations of the Website;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website.

9. Reliance on Website Content/Third Party Content

The Content is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of the Content. Any reliance you place on the Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the Content by you or any other visitor to the Website, or by anyone who may be informed of any of the Content.

The Website may include or display proprietary and other content provided by users of the Website or other third parties, including, designs, images, text, articles, comments, software, and other content and materials provided by third parties, including the Third Party Opportunities ("Third Party Content"). JPM is not responsible for Third Party Content, its accuracy, availability, or completeness, or for any representations made by third parties on the Website in connection with Third Party Content. Any representations or opinions conveyed by others in connection with Third Party Content are solely the responsibility of those third parties and not of the Company. We are not responsible for, or liable to you or any third party for, such content or for the accuracy, availability or completeness of any Third Party Content, or for any violations of third party rights which may arise from the availability or display of Third Party Content.

10. Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

11. Links from the Website

To the extent the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the

Website, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

12. Copyright and Intellectual Property Agent for Notice

The Website may contain materials posted by third parties. If you believe that any materials on the Website infringe any copyright or other intellectual property interest, please provide JPM's Copyright and Intellectual Property Agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property interest that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

JPM's Copyright and Intellectual Property Agent for notice of claims of copyright or other intellectual property infringement on the Website is Woody Philippe, Executive Director, wphilippe@jeffersonparks.com.

Note: The contact information above is provided exclusively for notifying JPM of copyright or other intellectual property infringement.

13. DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER JPM NOR ANY PERSON ASSOCIATED WITH JPM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER JPM NOR ANYONE ASSOCIATED WITH JPM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE

WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

JPM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Notwithstanding the generality of the foregoing:

a. JPM does not guarantee that services offered on our website will be active at the time you try to participate in or register for such services.

b. JPM does not guarantee that the listed services and programs will be the same as what was originally displayed to you, as our services and programs can change any time at JPM's discretion and such changes are not always communicated to users in a timely manner.

c. JPM does not guarantee that you will be registered for any of particular service or program. Registration can depend on multiple factors including program size, location, and program director availability.

d. JPM does not guarantee that the terms and conditions for a Third Party Website as linked from the Website or otherwise provided by JPM are the most current, as these may change at any time at the Third Party's discretion and such changes are not always communicated to JPM in a timely manner. For the latest terms and conditions, you must refer to the terms and conditions provided by the applicable Third Party (on its website or otherwise).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL JPM, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "JPM PARTIES") BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR ON OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES (INCLUDING ANY THIRD PARTY OPPORTUNITIES), INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR IF ANY ACCELERATE PARTY WAS NEGLIGENT. YOUR SOLE REMEDY FOR

DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE.
THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**15. Class Action Waiver**

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

**16. Miscellaneous Terms and Conditions**

d. No Waiver. If you do not comply with these terms, and we do not take action right away, we are not waiving our right to take action in the future.

e. Applicable Law/Jurisdiction. This Agreement and any disputes arising out of it shall be governed by the laws of the State of New Jersey, USA, without giving effect to any principles of conflicts of law. Any legal action or proceeding related to this Agreement or relating to use of the Website shall be brought exclusively in the federal or state courts of Union County, New Jersey, USA, and you and we consent to personal jurisdiction in those courts.

f. Entire Agreement/Severability. These Terms of Use and any other agreements referenced herein, make up the entire agreement between us relating to your use of the Website, and replace any prior understandings or agreements (whether oral or written) between us relating to the Website. If a court or other competent legal authority finds that any individual portion of this Agreement is not enforceable, this will not affect the enforceability of any other terms. For the purposes of these Terms of Use, "including (include)" means "including (include), without limitation".

g. Acknowledgement/Reservation of Rights. You acknowledge that you have read and understood this Agreement, and that this Agreement has the same force and effect as a signed agreement. All rights not expressly granted herein are hereby reserved.

**17. Persons with Lived Experience & Expertise (PWLEE): Inclusion, Equity, Diversity, Access & Community Engagement**

Our Commitment

We believe that meaningful change happens when the voices of people with lived experience are valued, respected, and integrated into every stage of planning, decision-making, implementation, and evaluation. Persons with Lived Experience & Expertise (PWLEE) bring unique insights that strengthen programs, policies, services, and community outcomes.

Our commitment to Inclusion, Equity, Diversity, Access, and Community Engagement (IEDA-CE) ensures that PWLEE are not only heard but are empowered as partners, leaders, advisors, and changemakers.

Inclusion

We foster environments where individuals with lived and living experience are welcomed, respected, and meaningfully engaged. We prioritize authentic participation, shared decision-making, and opportunities for leadership at all levels.

Equity
We recognize that systemic barriers can limit access to opportunities and resources. We are dedicated to addressing inequities by ensuring fair representation, compensation, support, and engagement practices that promote equal opportunities for all.

Diversity
We celebrate and value the diverse identities, backgrounds, cultures, perspectives, and experiences within our communities. We strive to reflect the rich diversity of those we serve and engage.

Access
We are committed to removing barriers that may prevent participation. This includes providing accessible communication, accommodations, culturally responsive practices, and inclusive engagement opportunities that enable everyone to contribute fully.

Community Engagement
Strong communities are built through collaboration and trust. We engage PWLEE, families, caregivers, community members, and partners in meaningful dialogue to co-create solutions that are responsive, sustainable, and community-driven.

Guiding Principles

- Respect and value lived experience as expertise.
- Promote dignity, belonging, and psychological safety.
- Foster collaboration through shared leadership.
- Ensure transparency and accountability.
- Advance equity and social justice.
- Remove barriers to participation and engagement.
- Support continuous learning and community empowerment.
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**18. Contact Us**

If you have any questions about this Agreement or the Website please contact us in the following ways:

- E-mail: jpmsupportservices@jeffersonparks.com
- Regular Mail: P.O. Box 163, Elizabeth, NJ 07207
- Phone: (908) 469-9508

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include sensitive information in your e-mail correspondence with us.

19. Do You Need Extra Help?

JPM is committed to making our website's content accessible and user friendly to everyone. If you are having difficulty viewing or navigating the content on this website, or notice any content, feature, or functionality that you believe is not fully accessible to people with disabilities, please call (908) 469-9508 or email our team at jpmsupportservices@jeffersonparks.com with "Disabled Access" in the subject line and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement.

We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies. Additionally, while we do not control such vendors, we strongly encourage vendors of third-party digital content to provide content that is accessible and user friendly.

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