

## Partnership for Children of Essex (PCE) Terms and Conditions of Use (“Agreement”)

*This Agreement was last modified on August 5, 2021*

AGREEMENT BETWEEN USER AND Partnership for Children of Essex (“PCE”, “us”, “we”, or “our”) offers this [www.pcenj.org](http://www.pcenj.org) (the “Site”) to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (“Agreement”).

Your use of the Site constitutes your agreement to all such terms, conditions, and notices.

### Introduction

Please read the Agreement carefully before using the Site. This Agreement sets forth the legally binding terms and conditions for your use of the Site.

The Site is a complimentary information service offered by Partnership for Children of Essex at no charge to users of the World Wide Web, with the express condition that these users agree to be bound by the terms and conditions set forth in this Agreement.

PCE reserves the right to change these terms, conditions, and notices under which the Site is offered at any time, and you must consult the most recent version of this Agreement (not an older cached version) each time you view the Site. Continued use of this Site constitutes your acceptance of all of the following terms and conditions.

This Site uses cookies. By using this Site and agreeing to these terms and conditions, you consent to Partnership for Children of Essex’s use of cookies in accordance with the terms of Partnership for Children of Essex’s **Privacy Policy**.

### Acceptable use

As a condition of your use of the Site, you warrant to PCE you will not use this Site in any way that is prohibited by these terms, conditions, or notices; that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Similarly, you must not

conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without Partnership for Children of Essex's express written consent.

You must not use this Website to transmit or send unsolicited commercial communications.

You must not use this Website for any purposes related to marketing without Partnership for Children of Essex's express written consent.

## Endorsements

You acknowledge that the opinions and recommendations contained in this Site are not necessarily those of Partnership for Children of Essex's or endorsed by us. Partnership for Children of Essex's may provide links on the Site to other websites that are not under the control of Partnership for Children of Essex. In general, any website which has an address (or URL) which does not contain "Partnership for Children of Essex" or "pcenj.org" is such a website. These links are provided for convenience of reference only and are not intended as an endorsement by Partnership for Children of Essex of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.

## Content usage policy

Unless otherwise indicated, all information contained on our Site, [www.pcenj.org](http://www.pcenj.org) in written form including but not limited to text, graphics, logos, button icons, video or audio clips is proprietary to Partnership for Children of Essex and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part any manner without Partnership for Children of Essex's prior written consent, except that the user may make such temporary copies in a single computer's RAM and hard drive cache as are necessary to browse the Website, and, unless otherwise stated, the user may make one permanent copy of each page of the Website, brochure or booklet to be used by the user for personal and noncommercial uses which do not harm the reputation of Partnership for Children of Essex. **To obtain written consent contact us at [webmaster@pcenj.org](mailto:webmaster@pcenj.org).**

Once written consent is given in the form of a signed permission agreement, the following restrictions apply:

- The content may be used for informational, non-commercial purposes only.
- Any copy of content or portion thereof must include a Partnership for Children of Essex cite line as "copyrighted and published by Partnership for Children of Essex, no part of this document may be reproduced without written consent."
- Partnership for Children of Essex has the right to revoke such authorization at any time, and any such use must be discontinued upon notice from us.

## Electronic file sharing is fair use and is encouraged

In addition to the foregoing copyright policy which protects Partnership for Children of Essex's Site from commercial exploitation by others, Partnership for Children of Essex has an overarching policy concerning file sharing on electronic media which encourages electronic downloading and sharing of copyrighted material on Partnership for Children of Essex's public (non-password-protected) Site, conditioned only on including "copyright (or ©) Partnership for Children of Essex (date)" under or above the material copied and shared. The date to be used is the date of the download. It is Partnership for Children of Essex's mission to make evidence-based insights into the most effective care management techniques widely available through this procedure without sacrificing copyright protection. Thus, Partnership for Children of Essex's permits electronic copying and sharing of all portions of its public Site other than any photographs of students or adults contained therein, and requests in return only the customary copyright acknowledgement, using that word or the circle c symbol and the date of the download.

## User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit, post, upload, or input to this Site, for whatever purpose.

You grant to Partnership for Children of Essex, its affiliated companies and necessary sub licensees, permission to use your user content in connection with the operation of the Site and its Internet businesses including, without limitation, a worldwide, irrevocable, non-exclusive, royalty-free licenses and rights to use, reproduce, adapt, publish, transmit, display, edit, reformat, translate and distribute your user content in any existing or future media. You also grant to Partnership for Children of Essex the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Partnership for Children of Essex or a third party (in each case under any applicable law).

By posting, uploading, inputting, providing or submitting your user content you warrant and represent that you own or otherwise control all of the rights to your user content as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your user content.

You must not submit any user content to the Site that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Partnership for Children of Essex's reserves the right to edit or remove any material submitted to this Site, or stored on our servers, or hosted or published upon this Site.

## Linking your website to Partnership for Children of Essex's website

Partnership for Children of Essex is dedicated to promoting the most effective care management experience through its services. Partnership for Children of Essex therefore encourages and permits links to our Site that support this mission. As such, Partnership for Children of Essex allows external, hyper-text links to Site, provided:

- any text-only link must clearly be marked "Partnership for Children of Essex";
- the appearance, position and other aspects of either the link or the host website may not be such as to damage or dilute the goodwill associated with Partnership for Children of Essex's name, programs and trademarks;
- the appearance, position and other aspects of either the link or the host website may not create the false appearance that an entity other than Partnership for Children of Essex is associated with or sponsored by PCE;
- the link, when activated by a user, must display this Site full-screen and not with a "frame" on the linked website. Partnership for Children of Essex considers framing, the practice of intact reproduction of a page or pages of one website to another website, to be deceptive and a violation of Partnership for Children of Essex's copyright rights. No authorization or permission is given for framing our content, whether in whole or in part;
- Partnership for Children of Essex reserves the right to revoke its consent to external links at any time at its sole discretion and require that said links are abolished; and
- Partnership for Children of Essex reserves the right to require a reciprocal link to the linking site.

## The Partnership for Children of Essex website linking to external websites

Partnership for Children of Essex is a nonprofit, committed to presenting material in a nonpartisan, noncommercial manner. Thus, links to Partnership for Children of Essex's Site should not be used for inappropriate, political, or commercial purposes, or suggest that Partnership for Children of Essex promotes, endorses, or sponsors any third party's causes, ideas, products, or services. Additionally, such links or sites are not under the control of PCE and PCE is not responsible for the content, information, or materials contained on the host website. Links to external websites are provided for convenience of reference only and are not intended as an endorsement by PCE of the organization or individual operating the host website or a warranty of any type regarding the host website or the information on the host website. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you use.

## Recognition

Sponsors may be recognized on Partnership for Children of Essex's Site and may include the sponsor logo, link to the sponsor website, and a brief overview of the sponsor's chief business activity. Internet-based sponsorship recognition will generally be limited to a sponsor section of the Site but may also include, in certain circumstances, recognition on the Site's homepage and in other prominent areas.

The following guidelines will apply:

1. Sponsors may post Partnership for Children of Essex's logo and a link to [www.pcenj.org](http://www.pcenj.org) on the sponsor website. The logo use must conform to our Branding Guidelines and any requirement set out in written agreement. To ensure that most up-to-date logo is being used, logo must be requested from the organization at the time it is needed.
2. Partnership for Children of Essex does NOT endorse companies, products or services and strictly prohibits the suggestion of endorsement, recommendation, or superiority of one company, product or service over another company, product or service.
3. A Sponsor's logo and link may not reside on Partnership for Children of Essex's program-related pages, with the exception of fundraising activities.
4. When Partnership for Children of Essex's Site includes links to other sites, the PCE does not assume any responsibility or liability for any communications or materials available at the sites to which it links, including responsibility or liability for their accuracy. No link on PCE's Website is a referral or endorsement of either the linked-to entity or any product or service.
5. PCE will provide links from its Website to others where there is mutual benefit, either formalized in an agreement or by an informal understanding.

## Contact us

If you have any questions about this Agreement, please contact us at [webmaster@pcenj.org](mailto:webmaster@pcenj.org).

## Limitation of liability

Partnership for Children of Essex is not responsible if information made available on this Site is not accurate, complete, or current. As set forth above, the material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the material on this Site is at your own risk. This Site may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. You agree that you will hold harmless Partnership for Children of Essex and its officers, directors, employees, and volunteers from all claims arising out of or related to your access or use of, or your inability to access or use, this Site or the information contained in this Site or

other websites to which it is linked. This includes, but is not limited to, information or materials viewed or downloaded from this Site or another website to which it is linked that appear to you or are construed by you to be obscene, offensive, defamatory, or that infringe upon your intellectual property rights. In no event will Partnership for Children of Essex or the contributors of information to this Site be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special, or similar damages, even if advised of the possibility of such damages.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PARTNERSHIP FOR CHILDREN OF ESSEX AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

PARTNERSHIP FOR CHILDREN OF ESSEX AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

PARTNERSHIP FOR CHILDREN OF ESSEX AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PARTNERSHIP FOR CHILDREN OF ESSEX AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO

USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## Indemnification

You agree to indemnify, defend, and hold harmless Partnership for Children of Essex and its affiliates, and their officers, directors, employees, contractors, agents, licensors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from any violation of these Terms and Conditions of Use. If you cause a technical disruption of the Site

or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

## General

To the maximum extent permitted by law, this Agreement is governed by the laws of the State of New Jersey, and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Partnership for Children of Essex as a result of this Agreement or use of the Site.

Partnership for Children of Essex's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Partnership for Children of Essex's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Partnership for Children of Essex's with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

Unless otherwise specified herein or agreed to by the user, this Agreement constitutes the entire agreement between the user and Partnership for Children of Essex with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Partnership for Children of Essex with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## Copyright And Trademark Notices

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## Trademarks

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