

Terms & Conditions

Effective Date: July 27th, 2018

Site Covered: <http://meaningfulworld.com/>

THE AGREEMENT: The use of this website and services on this website provided by Ani Kalayjian (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

PLEASE READ THIS AGREEMENT ENTIRELY AND CAREFULLY BEFORE ACCESSING THIS WEBSITE. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS SITE.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. Ani Kalayjian, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company to include its officers, directors, employees, volunteers, and contributors. This includes official names, such as Meaningful World and Association for Trauma Outreach and Prevention ("ATOP").
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

3) LICENSE TO USE WEBSITE

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

4) INTELLECTUAL PROPERTY & COPYRIGHT

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

Material on this website is copyrighted material of the Association for Trauma Outreach unless otherwise noted. All published material may be protected under the U.S. and Foreign Copyright Laws, and the New York State Technology Laws. Material includes but are not limited to text, graphics, logos, button icons, video or audio clips. Individuals who wish to make use of our content should request permission by emailing info@meaningfulworld.com, and specifically describe how the content might be used. Reasonable requests will be considered on a case by case basis, and any permission will be granted in writing. Material may be freely distributed and used for non-commercial, scientific, and educational purposes, and those consistent with the ATOP mission of trauma prevention and promoting awareness for relief and restoration. Questions may be directed to our website manager at info@meaningfulworld.com.

In posting your comments or other work to websites owned or administered by ATOP, you irrevocably grant ATOP permission to copy, distribute, make derivatives display or perform your work publicly and free-of-charge.

5) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

- a) You further agree not to use the Website or Services:
 - I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
 - II) To violate any intellectual property rights of the Company or any third party;
 - III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
 - IV) To perpetrate any fraud;
 - V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
 - VI) To publish or distribute any obscene or defamatory material;
 - VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
 - VIII) To unlawfully gather information about others.
 - IX) For inappropriate, political, or commercial purposes, or products or services.

6) AFFILIATE MARKETING & ADVERTISING

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

7) PRIVACY INFORMATION

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

a) Information We May Collect or Receive: Depending on how You use Our Website or Services, We may receive information from external applications You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website. We may also track certain of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers, including other marketers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser.

8) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any of the products on the Website is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

No Medical advice:

The material posted here is for informational purposes only, should not be considered medical advice, and is not intended to replace consultation with a qualified medical professional. We do not answer specific medical questions. The content on this site is to help visitors better understand trauma and mental health topics.

Child Access:

A child is anyone under the age of 18 years old. No content or services on this website are directed towards children. A child's parent or legal guardian is required to provide consent before a child accesses this website. The parent or guardian assumes legal liability for all actions taken by the child through this website and with ATOP. We do not allow children to make their Personal Data publicly available. We will take all reasonable steps to protect the privacy and safety of all who access this site, and from whom information is collected.

9) SALE OF GOODS/SERVICES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk.

10) SHIPPING/DELIVERY/RETURN POLICY

You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. When purchasing a physical good, You agree to provide Us with a valid email and shipping address, as well as valid billing information. We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information that You provide to us. If We do so after payment has been processed, We will issue a refund to You in the amount of the purchase price. We also may request additional information from You prior to confirming a sale, and We reserve the right to place any additional restrictions on the sale of any of Our products. You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. For the sale of physical products, We may preauthorize Your credit or debit card at the time You place the order, or We may simply charge Your card upon shipment. You agree to monitor Your method of payment. Shipment costs and dates are subject to change from the costs and dates that You are quoted due to unforeseen circumstances. For any questions, concerns, or disputes, You agree to contact Us in a timely manner at the following: info@meaningfulworld.com.

Donations and auction items are non-refundable and non-reimbursable.

11) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

12) DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

13) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

14) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

15) THIRD-PARTY LINKS & CONTENT & APPLICATIONS

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third-party services linked to from Our Website.

We maintain accounts on third party websites, such as social media, as tools to better interact with the public. Your activity on those third-party websites is governed by the security and privacy policies of those sites. Any information that you provide to register on third-party websites is voluntarily contributed and is not maintained by us or any of our affiliates. Common third-party websites in use include: Facebook, Youtube, Twitter, Google Plus, Linked In, etc.

We may permit third-party contractors to access your personal information only when used for initial sorting of emails, forms, or publication orders. We require these contractors to handle your personal information in accordance with industry standard privacy policies to ensure secure storage.

When visiting this site, your web browser may produce "pop-up" advertisements – we do not endorse or recommend products or services featured in advertisements that may appear during your use of this site.

Disclaimer of Endorsement

Any reference to specific commercial products, process, or service, does not necessarily constitute or imply its endorsement, recommendation, or favoring by ATOP. The views and opinions of authors expressed herein do not necessarily state or reflect those of ATOP, and shall not be used for advertisement or endorsement purposes.

Any link to an outside website, is not necessarily endorsed by our organization. We are not responsible for transmissions users receive from linked websites. We cannot not guarantee that outside websites comply with any particular standard of quality or privacy, and will not be liable for external breaches.

16) MODIFICATION & VARIATION

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.
- c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

17) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

18) SERVICE INTERRUPTIONS

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

19) TERM, TERMINATION & SUSPENSION

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

20) NO WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website or Services is Your sole responsibility and that the Company is not liable for any such damage or loss. Any information on this site may include technical inaccuracies or typographical errors. Furthermore, the information may change without notice. These legal notices are subject to change without notice.

With respect to the material available on this website, neither ATOP nor any of its affiliates makes any warranty, express or implied, including the warranties of accuracy, completeness, or usefulness of any information, product, or process, or represents that its use would not infringe privately owned rights. ATOP is not responsible for contents of any off-site pages referenced.

21) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to You as a result of Your use of the Website or Services, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to the Company in the last six (6) months. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Under no circumstances, including negligence, shall anyone involved in creating or maintaining this website be liable for any direct, indirect, incidental, special, or consequential damages, or lost profits that result from the use or inability to use the website, including but not limited to reliance on any information provided by this site. Nor shall they be liable for any such damages resulting from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or any failure of performance, communications failure, theft, destruction or unauthorized access. States or countries which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.

22) GENERAL PROVISIONS:

a) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

b) JURISDICTION, VENUE & CHOICE OF LAW: Through Your use of the Website or Services, You agree that the laws of the State of New York shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: New York County, New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: New York County. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing

Federal law as well as the law of the following state: New York. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

e) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) NO WAIVER: In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

g) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

h) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

i) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

j) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address: info@meaningfulworld.com.