

## Welcome - Please review these Terms of Use carefully

### Website Visitors are Bound by these Terms of Use

1. Use of this website is subject to these Terms of Use and unless otherwise expressly indicated, there are no other terms. By using this website, you are agreeing to be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, please exit this website and do not access any other pages. When we refer to the, "Foundation", "us", "we" and "our" we are referring to the Solcz Family Foundation.

### Intended Visitors

2. The Foundation generally only makes grants to organizations in the Windsor - Essex County region of Ontario. If you or your organization is from outside of this area you are welcome to browse our website but we also encourage you to contact granting organizations in your own region.

### Privacy Policy

3. Collection of information from you through this website and any subsequent use and disclosure by the Foundation are subject to our [privacy policy](#), as amended from time to time.

### Restrict Use

4. The Foundation reserves the right (but shall not be obligated) at any time and from time to time to bar, block, or otherwise limit or restrict any person's access to and use of this website.

### Proper Use of Website

5. You may not interfere or attempt to interfere with the proper working of our website or with another's use and enjoyment of it through use of any device, software, routine, imposition of large loads or otherwise. Further, you may not violate the law in your use of our website.

## **Interactions and Submissions**

6. The Foundation may provide interactive areas on our website, including through third party applications. The following additional terms and conditions apply to your use of any such interactive areas:
- You may not use interactive areas for any illegal purpose.
  - You may not submit or post any material that infringes on the intellectual property rights of others.
  - You may not submit or post any material that is defamatory, threatening, abusive, obscene, offensive or otherwise inappropriate such as lewd, vulgar, or profane comments, ethnic, racial or religious slurs, cyber bullying, depictions of violence and obscenity etc.
  - You may not submit or post any material that constitutes an advertisement or solicitation of business.
  - You may not submit or post chain letters or pyramid schemes.
  - You may not impersonate another person.

## **Registration and Passwords**

7. The Foundation may provide areas on our website where you can register, open an account, or similar function in connection with which you obtain a registration, username, password, account, or other identification or similar feature or some combination thereof. You are solely responsible for maintaining the confidentiality of the same and for all related activity. You may not allow any other person to use your registration, username, password, account or other identification or similar feature. You will notify the Foundation immediately of any unauthorized use or if the same are no longer confidential.

## **Products and Services**

8. The Foundation may make certain products or services, such as our granting program, available through our website. Additional terms and conditions may apply to such products or services, such as for example as may be contained within a grant agreement. You agree to abide by such other terms and conditions. If there is a conflict between these Terms of Use and the terms and conditions posted for or applicable to a specific product or service offered through our website, the later terms shall control with respect to such product or service. The Foundation may make changes to any products or services offered through our website or to the terms and conditions that apply at any time and without notice.

## **Ownership**

9. The content of this website, including without limitation any materials submitted or posted by you, is the property of the Foundation unless otherwise noted by the Foundation. Website content may not be reproduced, copied, modified, or published in whole or in part without the express written consent of the Foundation.

## **Links**

10. This website may from time to time provide links to other websites. Availability does not mean we have reviewed them or constitute an endorsement by us. The Foundation does not assume responsibility whatsoever for the links or the policies or practices with respect to websites accessed through those links, unless they are also websites belonging to the Foundation. We encourage you to review the terms of use for these third party websites.

## **Third Party Material**

11. This website may contain material contributed by persons other than the Foundation. Its availability does not mean that we have reviewed it or constitute an endorsement by us.

## **Advertisements**

12. This website may contain advertisements. Unless otherwise specifically indicated by us, the Foundation does not endorse or make any kind of representation or warranty with respect to such advertisements.

## **Down Time and Modification**

13. You acknowledge that our website or a part of it may be periodically unavailable in order to allow for maintenance or other reasons. We also put you on notice that we reserve the right at any time and from time to time to cancel or suspend, modify, discontinue temporarily or permanently the website, or any part thereof without notice.

## **Disclaimer**

14. Nothing in this website is intended as advice or to meet the specific needs of individuals or organizations as situations will differ. The information on our website is presented for general purposes. Website visitors should not act or rely on website information without seeking specific advice from qualified professionals on matters of concern. We will not purposefully present inaccurate information on this website, however information is supplied "as is" and may contain errors. We do not guarantee or warrant the quality, accuracy, completeness, timeliness, appropriateness, or suitability of the website content. Reliance on any information appearing on the website is at your own risk. We expressly disclaim all warranties, representations and conditions regarding use of this website and its content.

## **Limitation of Liability**

15. Neither the Foundation nor any of its directors, officers, employees, agents, website contributors, assigns and/or those for whom the Foundation is responsible at law shall be liable to you for any expense, loss, or damage suffered by you and/or any other person arising directly or indirectly at any time from the use of this website or if the website is modified or becomes unavailable whether reasonably foreseeable or not.

### **Indemnity**

16. To the full extent permitted by applicable law, you agree to indemnify the Foundation and its directors, officers, employees, agents, website contributors and those for whom the Foundation is responsible in law against any and all liability resulting from your use of this website including without limitation resulting in any violation of these Terms of Use, and additional terms and conditions that may apply and/or violation of any law.

### **Changes**

17. These Terms of Use may change at any time and from time to time without notice at the sole discretion of the Foundation. It is your responsibility to review these Terms of Use each time you access our website. Your continued use of our website following the posting of changes will mean that you accept and agree to the changes.

### **Governing Law and Jurisdiction**

18. These Terms of Use shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein. The forum for the settlement of any dispute relating directly or indirectly to these Terms of Use shall be the courts of Ontario located in Windsor, Ontario, Canada.

### **More Information**

19. For more information, please contact us by clicking the contact button on our website homepage and submitting your request electronically.

**THANK YOU FOR READING OUR WEBSITE TERMS OF USE!**