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Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the www.dchornfoundation.org website (the “Service”) operated by the David Charles Horn Foundation (“DCHF”) (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

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Our Service may contain links to third-party web sites or services that are not owned or controlled by DCHF. DCHF has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that DCHF shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United States without regard to its conflict of law provisions. Any disputes relating to your use of the Service shall be governed in all respects by the laws of the State of New York and shall be resolved in the state of federal courts located in the County of New York, State of New York.

Our failure to enforce any right or provision of the Terms will not be considered a waiver of those rights. If any provision of the Terms is held to be invalid or unenforceable by a court, the remaining provisions of the Terms will remain in effect. The Terms constitute the entire agreement between us regarding the Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Service, you agree to be bound by any modified or replaced Terms. If you do not agree to the new terms, you must discontinue use of the Service.

Limitations of Liability

DCHF and its affiliates shall not be liable for any damage or injury, including but not limited to special or consequential damages, that result from the use of (or the inability to use) the Service and its contents, or a website linked to the Service including any damage or injury caused by failure of performance, error, omission, interruption, defect, delay in operation, computer virus, line failure or other computer malfunction. You agree to defend, indemnify, and hold DCHF harmless from and against any and all claims, damages, costs and expenses including attorneys' fees arising from or related to (a) your use of the Service; (b) your violation of the Terms; (c) your violation of any third-party right, including without limitation, any right of privacy, publicity rights or intellectual property rights; and (d) your violation of any law, rule, or regulation of the United States, or any of its states or municipalities or any other country.

Contact Us

If you have any questions about these Terms, please contact us.