

THE ARC OF FORT BEND COUNTY

Terms of Use

Please read these terms of use carefully before accessing the information on this site. By using this site, you confirm your understanding of and agreement to these terms. If you do not understand these terms or have questions about this policy, contact the administrative assistant or the executive director at The Arc office using the contact information shown on the home page on this site.

These terms may be changed periodically without notice, and your continuing use of this site confirms your acceptance of periodic changes to this policy. Please periodically check this policy for changes.

1. Links

As a general practice, The Arc of Fort Bend County does not object to links made to its site from other websites as a resource and referral for people with disabilities and their families and supporters provided that:

- no use is made of any logo, design, image, photograph, document, or slogan referring to The Arc of Fort Bend County absent a prior specific agreement permitting such use
- no representation is made that The Arc of Fort Bend County endorses, sponsors or approves of any products or policies or positions of any person or entity, or has a relationship or affiliation with any person or entity other than The Arc of Texas, The Arc of the United States, and the Arc of Fort Bend County Foundation, absent a prior specific agreement permitting such representation
- because the information on this site periodically may be changed, no representation is made that information on this site is not subject to change

2. Disclaimer of Warranties About Information on this Site

All information on this site is made available “as is” without warranty of any kind, and specifically without any promise, representation or warranty of accuracy or reliability of such information. To the maximum extent permitted by law, The Arc of Fort Bend County hereby disclaims all such promises, representations and warranties with regard to information on this site or information on sites linked to this site, and you may not rely on the accuracy or reliability of any such information. To the maximum extent permitted by law, The Arc of Fort Bend County hereby disclaims all implied warranties and conditions of merchantability and fitness for a particular purpose. You should independently verify the accuracy and reliability of information

you access on this site before you rely on it for any purpose.

The Arc of Fort Bend County does not represent that the information you access on this site will be suitable for your use or will be free of errors or omissions. The Arc of Fort Bend County is not responsible for the quality or content or legality of information on sites linked to this site.

The Arc of Fort Bend County does not warrant that this site or the server will be free of viruses or other harmful components, or that this site will operate free of technical or functional defects, or that such defects, if any, will be corrected timely to permit error-free and uninterrupted use of this site.

3. Disclaimer About Content of Information Whose Source is a Third Party

To the extent permitted by law, The Arc of Fort Bend County disclaims any duty to monitor the content or accuracy or reliability of information posted on this site by third parties. Information on this site may contain expressions of opinion and statements of policy positions or advocacy positions about the quality or quantity or effectiveness or wisdom or credibility or legality of actions taken or planned by others. Such information, expressions of opinions, statements of policy positions and advocacy positions made by individuals or entities are not necessarily the information, opinions and positions of The Arc of Fort Bend County, and cannot be unless and until such information, opinions and positions are reviewed and assessed and approved or adopted by the governing board of The Arc of Fort Bend County through official action taken on behalf of the association.

By accessing this site, you agree and confirm you will not use or place on this site any material that is bigoted, hateful, racially offensive, sexually offensive, offensive to people with disabilities and their families and supporters, libelous, defamatory, obscene, pornographic, threatening, abusive, illegal, in violation of any trademark or copyright, an invasion of privacy or personal information about an individual, or a violation of the rights of any person or entity. By accessing this site, you agree and confirm that The Arc of Fort Bend County may in its sole discretion reject, eliminate, remove or modify information on or transmitted to this site that it believes is unacceptable, in violation of this policy, or in violation of the law. The Arc of Fort Bend County reserves the right to post on this site a statement that information on this site from third parties is not or may not be reliable, is or may be an expression of opinion, or is or may be a statement of advocacy for a policy position or for an individual affected by a policy, and by accessing this site you agree and confirm that The Arc of Fort Bend County may post such statement as part of any such third party information.

4. Limitation of Liability

In no event shall The Arc of Fort Bend County be liable under any theory of liability for damages of any kind arising out of or connected with the use or performance of information contained on or linked to this site or other materials referred to in this site. To the extent permitted by law, by

accessing this site, you agree and confirm that you understand you may have the right to make a claim against The Arc of Fort Bend County arising out of or connected with the use or performance of information contained on or linked to this site or other materials referred to in this site, and you further agree and confirm that you waive and release any and all claims you have or may make, now known or unknown, against The Arc of Fort Bend County or its affiliates for damages of any kind arising out of or connected with the use or performance of information contained on or linked to this site or other materials referred to in this site. As used herein, damages includes any claim including but not limited to negligence, intentional duty or tort under statute or common law, contract, strict liability, administrative regulation or other legal or equitable theory. As used herein, damages includes but is not limited to actual, direct, compensatory, special, indirect, incidental, consequential, additional, exemplary or punitive damages, costs of court or arbitration or administrative proceedings, interest of any kind, and attorney's fees or expert witness fees or out-of-pocket expenses of any person or entity, and any other form of relief like but not limited to a declaratory judgment or injunction.

5. Information Submitted May Be Used On This Site

By accessing this site, you agree and confirm that any information or materials you provide or make available through a link for posting on this site or post on this site immediately becomes available for use by The Arc of Fort Bend County only for its use on this site and for no other purpose without further notice to you, except to the extent that your information or materials are protected by a valid and existing trademark or copyright and in that event you agree that use of the information or materials you provided or made available through a link does not violate the trademark or copyright so long as use is limited to this site.

6. Severability and Applicable Law; Venue; Forum for Disputes

To the extent permitted by law, by accessing this site, you agree and confirm that:

The provisions of this policy are severable, and if for any reason one or more of these provisions shall be held invalid or unenforceable in whole or in part, the invalidity or unenforceability of such provision or provisions shall not affect the validity or enforceability of the remaining provisions of this policy.

The Arc of Fort Bend County in Fort Bend County, Texas, in the United States of America operates this site and the laws of the State of Texas in the United States of America apply to the interpretation and enforcement of this policy.

Venue for any dispute in any way arising out of or connected with the use or performance of information contained on or linked to this site or other materials referred to in this site is in the state and federal courts with jurisdiction over Fort Bend County, Texas in the United States of America, and you submit to the jurisdiction of those courts for any such dispute.