

## NorthEast Education Initiatives Website Terms of Use

Welcome to our website, <https://www.needinitiatives.org> (the "Site"). By using this Site, you represent that you are an adult of 18 or more years of age, have the legal capacity to enter a contract, and agree to comply with and be bound by the following terms and conditions of use. If you do not meet these requirements, you should not use the Site or Services. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you are not authorized to use this Site.

**1. Agreement.** This Terms of Use agreement (the "Agreement") governs your access to and use of the Site. This Agreement may be modified at any time by NorthEast Education Initiatives by posting the modified Agreement to the Site. Any such modifications shall be effective immediately upon posting unless some other effective date is expressly stated. You can view the most recent version of this Agreement at any time at [www.needinitiatives.org/privacy](http://www.needinitiatives.org/privacy). Your use of this Site shall constitute and be deemed your unconditional acceptance of this Agreement.

**2. Privacy.** Your use of the Site is also governed by our Privacy Policy, which is hereby incorporated into this Agreement. Please review our Privacy Policy at <https://www.needinitiatives.org/privacy/>. NorthEast Education Initiatives reserves the right, and you authorize us, to use and disclose information provided or collected from you in any manner consistent with our Privacy Policy.

By providing your contact information, you consent to receive communications from us related to our Services, subject to applicable law. You may opt out of certain communications at any time, subject to applicable law.

**3. Site Content.** The Site is provided on an "as is" basis and may use internet services that are not under our direct control. While we strive to provide accurate descriptions of programs, Services, and resources, we do not warrant that any content on the Site is accurate, complete, or current.

Information provided on the Site is for general informational purposes only and does not constitute legal advice or create any attorney-client or professional relationship, Advocate-client, fiduciary, or other professional relationship between you and NorthEast Education Initiatives.

Our Services are limited to advocacy support and assistance as described on the Site. We do not provide legal representation, make decisions on behalf of Users, or control the actions of any Educational Institutions or third-party.

We do not guarantee that the Site, including any forms, intake processes, or communication features, will be available at all times, uninterrupted, secure, or error-free. We reserve the right to modify, suspend, or discontinue the Site, or any part of it, at any time without notice.

We further reserve the right to correct any errors or omissions in the content of the Site and to decline or discontinue services where information is incomplete, inaccurate, or outside the scope of our programs, including where information is submitted by individuals who are not permitted to use the Site or our Services under this Agreement. Nothing in this Agreement obligates us to provide Services to any particular individual or to continue providing Services once initiated. Our Services are intended for use by parents, legal guardians, and other adult stakeholders. If Personal Information is submitted directly by a minor, we reserve the right to remove such information and require that a parent or legal guardian contact us to proceed.

We do not guarantee any particular outcome or result from the use of our Services, including any advocacy efforts, and any decisions made by Educational Institutions are outside of our control. We do not guarantee the availability, assignment, or continued participation of any advocate, nor do we guarantee that a suitable match will be found. We do not guarantee that our Services will be available at any particular time or that requests for Services will be fulfilled.

Communications made through the Site, including through email or online forms, may not be secure and may be transmitted through Third-Party Platforms. You acknowledge that there is a risk that information

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transmitted electronically may be accessed by unauthorized parties, and you agree to submit information at your own risk. Information submitted through the Site should not be considered confidential in the same manner as communications protected by attorney-client privilege.

This Site and our Services may use Third-Party Platforms and Third-Party Service Providers, including but not limited to hosting services and form-processing tools. Information submitted through such platforms may be processed and stored by those providers in accordance with their own terms and policies.

**4. Intellectual Property.** All content on this Site including without limitation graphics, logos, trademarks, images, and software is, and shall continue to be, the property of NorthEast Education Initiatives or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

**5. Site Use.** NorthEast Education Initiatives grants you a limited, revocable, nonexclusive license to use this Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy content from the Site, reverse engineer or hack into the Site, or use materials or services in violation of any law. Your use of this Site is at the discretion of NorthEast Education Initiatives. NorthEast Education Initiatives reserves the right, in sole discretion, to refuse, suspend, or terminate your access to the Site or our Services at any time, including where we believe you have violated this Agreement or provided inaccurate or incomplete information.

By submitting information through the Site, including through intake forms, you represent and warrant that (i) the information provided is accurate and complete, and (ii) you have the legal authority to provide such information, including on behalf of any student or minor. You acknowledge not to submit highly sensitive information unless necessary.

You agree not to use the Site to submit false, misleading, or unauthorized information, or to interfere with the operation of the Site or provision of our Services.

We have no obligation to monitor User activity on the Site but reserve the right to do so for the purpose of maintaining the integrity, security, and proper functioning of the Site and our Services.

**6. Links to Other Sites.** The Site may provide links to other websites. This Site's Terms of Use or Privacy Policy may not apply to those other websites, which may have their own terms and policies. You should review the terms of use and privacy policies of any other websites that you visit.

The Site and our Services may utilize Third-Party Platforms and Third-Party Service Providers, including but not limited to hosting services and form processing tools. We are not responsible for the privacy, security, or practices of such third-parties.

The Site may include integrations with or links to Third-Party Platforms, including social media services. We do not control and are not responsible for the content, functionality, or data practices of such third-parties. Your use of those services is at your own risk and subject to their respective terms and policies.

**7. Advocates and Service Providers.** Our Services may involve interactions with educational advocates who are affiliated with NorthEast Education Initiatives, including volunteers or other representatives. While we strive to ensure that Advocates are prepared to support families and students, we do not guarantee the actions, advice, or outcomes of any advocate. Any information or support provided through our Services is for general informational and advocacy purposes only and should not be relied upon as legal advice.

To the fullest extent permitted by law, NorthEast Education Initiatives is not liable for the acts or omissions of Advocates in connection with the use of our Services.

**8. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Site. You further agree that Personal Information provided by you is truthful and accurate to the best of your knowledge.

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**9.Indemnification.** You agree to indemnify, defend and hold NorthEast Education Initiatives and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement, misuse of the Site, or use of our Services.

**10.Disclaimer.** The information on this Site is provided on an "as is," "as available" basis. You agree that use of this Site is at your sole risk. NorthEast Education Initiatives disclaims all warranties of any kind, including any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the Site shall be to discontinue using the Site.

NorthEast Education Initiatives does not provide legal representation or act as a law firm, and nothing on this Site or through our Services should be construed as legal advice.

While we implement reasonable administrative, technical, and organizational safeguards to protect your Personal Information, we cannot guarantee the security of information transmitted over the internet, and you provide such information at your own risk. We do not guarantee the security of any information transmitted through the Site.

**11.Limitation of Liability.** Under no circumstances will NorthEast Education Initiatives be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the Site, your Site use, or the content, even if advised of the possibility of such damages. This includes, without limitation, any interaction with educational or third-parties arising from the use of our Services. Your sole remedy for dissatisfaction with the Site and/or content is to cease all of your Site use. This includes, without limitation, any decisions, actions, or outcomes resulting from interactions with Educational Institutions or Third-Party Platforms, our Services, or technologies utilized in connection with the Site.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

**12.Copyrights and Copyright Agent.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Registered Agents Inc who can be reached as follows:

By Mail: 502 W 7th ST, STE 100, Erie, PA, 16502

**13.Applicable Law.** You agree that the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws provisions will govern this Agreement and any dispute that may arise between you and

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NorthEast Education Initiatives or its affiliates. Venue shall be exclusively in the state and federal courts located in Pennsylvania.

**14. Force Majeure.** NorthEast Education Initiatives shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to internet outages, natural disasters, acts of government, labor disputes, or interruptions in Third-Party Services.

**15. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**16. No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of you and NorthEast Education Initiatives and does not confer any rights or remedies upon any third-party.

**17. Relationship of the Parties.** Each party is, and shall remain, an independent contractor and nothing contained in this Agreement shall be construed to make either party a partner, joint venturer, employee or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party.

**18. Service Eligibility and Geographic Scope.** Our Services are currently offered only within the Commonwealth of Pennsylvania. We reserve the right to determine eligibility for our Services at our sole discretion and may decline to provide our Services where requests fall outside our geographic scope or program capacity.

**19. Accessibility.** NorthEast Education Initiatives is committed to making the Site accessible and usable for all individuals, including those with disabilities. We strive to improve the accessibility and usability of the Site in accordance with applicable standards and best practices and within the limits of our resources.

However, we do not warrant that the Site will be fully accessible or compliant with all accessibility standards at all times. We are continually working to enhance accessibility and welcome feedback from users regarding accessibility issues. If you experience difficulty accessing any part of the Site, please contact us so that we can attempt to provide the information or assistance you need through alternative means.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between you and NorthEast Education Initiatives regarding your use of the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. You may not assign or transfer your rights under this Agreement without our prior written consent.

**21. Contact Information.**

Northeast Education Initiatives

[info@needinitiatives.org](mailto:info@needinitiatives.org)

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- **“NorthEast Education Initiatives”, “NEED”, “we”, “us”, or “our”**: Refers to NorthEast Education Initiatives, the nonprofit organization operating the Site and providing child educational need advocacy-related services.
- **“Site”**: Refers to the website <https://www.needinitiatives.org> and any associated pages operated by NorthEast Education Initiatives.
- **“Services”**: Refers to the programs, resources, and advocacy support NorthEast Education Initiatives provides, including matching students and families with Advocates and communicating on their behalf with Educational Institutions.
- **“Personal Information”**: Refers to any identifying information that relates to or could be reasonably linked to an individual, including but not limited to, name, email address, phone number, and information related to a student’s families or their educational needs.
- **“Advocates”**: Refers to individuals affiliated with NorthEast Education Initiatives including volunteers or representatives, who provide student educational advocacy and assistance to students and families.
- **“Third-Party Service Providers, “Third-Party Platforms”**: Refers to external platforms that assist in operating <https://www.needinitiatives.org> or delivering services, including but not limited to, website hosting, cloud storage, communication, and form processing.
- **“Educational Institutions”**: Refers to schools, school districts, or other educational entities that NorthEast Education Initiatives may facilitate communication with as part of its advocacy services.