Resource Library Terms of Use

THESE TERMS OF USE GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY HOPE INTERNATIONAL, INC. ("HOPE"). BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY HOPE AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE REGULARLY.

Access to This Site

To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If HOPE believes the information you provide is not correct, current, or complete, HOPE has the right to refuse you access to this site or any of its resources and to terminate or suspend your access at any time.

Restrictions on Use

You agree that you are responsible for your own use of this site and for any consequences thereof. You agree that you will use this site in compliance with all applicable local, state, national, and international laws, rules, and regulations, including, but not limited to, any laws regarding the transmission of technical data exported from your country of residence and all United States export control law.

You may use this site only for fair use purposes, namely, general information and educational purposes. You may not use this site for any other purpose, including any commercial purpose, without HOPE’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, (ii) frame this site, or (iii) hyperlink to this site without the express prior written permission of an authorized representative of HOPE. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with HOPE in causing any unauthorized co-branding, framing, or hyperlinking immediately to cease.

Proprietary Information

The material and content accessible from this site, and any other internet site owned, operated, licensed, or controlled by HOPE (the “Content”) is the proprietary information of HOPE or the party that provided the Content to HOPE, and HOPE or the party that provided the Content to HOPE retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of HOPE, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly
provided in these Terms of Use violates HOPE’s intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

**Third Party Links**

This site may be hyperlinked to other sites which are not maintained by, or related to, HOPE. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this site or HOPE. HOPE has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the user’s own risk, and HOPE makes no representations or warranties about the content, completeness, or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by HOPE of that site.

**Privacy**

HOPE will treat any personal information that you submit through this site in accordance with its [Privacy Policy](#).

**Digital Millennium Copyright Act (DMCA) Notices**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the site hosted by HOPE infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA (see [www.copyright.gov](http://www.copyright.gov)). Notices and counter-notices with respect to the site should be sent to HOPE through one of the following methods:

- **By Mail:**
  
  Open Hands
  
  227 Granite Run Drive, Suite 250
  
  Lancaster, PA 17601

- **By Email:**

  openhands@hopeinternational.org

**International Users**

HOPE makes no claims regarding access or use of this site or the Content outside of the United States. If you use or access this site or the Content outside of the United States, you are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

**Disclaimer**

You understand that HOPE cannot and does not guarantee or warrant that files available for downloading from the internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to this site for the reconstruction of any lost data. HOPE does not assume any responsibility or risk for your use of the internet.
The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by HOPE. Donors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HOPE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. HOPE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HOPE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND HOPE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT HOPE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. HOPE MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and HOPE does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

Limitation on Liability

HOPE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF HOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You will indemnify and hold HOPE, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “Indemnified Parties”) harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties
will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

**Trademarks**

Trademarks, service marks, and logos appearing in this site are the property of HOPE or the party that provided the trademarks, service marks, and logos to HOPE. HOPE and any party that provided trademarks, service marks, and logos to HOPE retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

**Security**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). HOPE will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that HOPE considers insecure, HOPE will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, HOPE reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. HOPE reserves the right to investigate suspected violations of these Terms of Use.

**Miscellaneous**

These Terms of Use will be governed and interpreted pursuant to the laws of the Commonwealth of Pennsylvania, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Pennsylvania in connection with any dispute between you and HOPE arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Lancaster, Pennsylvania. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. HOPE may revise these Terms of Use at any time by updating this posting.

*Last updated: April 14, 2016*

© 2016 HOPE International