Dream Come True – Terms of Use

(May 17, 2016)

Welcome to the Dream Come True web site, dreamcometrue.com (the “Site”). The following Terms of Use constitute an agreement between you and the respective owners and operators of the Site. We may change these terms from time to time. You will always be able to view the most current version by clicking on a link at the bottom of any page on the site. By using the Site, you agree to these Terms of Use. If you do not agree to all of these Terms of Use, do not use this Site.

Reference to “we or us” refers to the owner of the Site including any company it controls or which controls it (for example a parent company of the Site owner or a subsidiary of the Site owner) and its members, directors, officers, employees and agents.

Privacy Policy

Dream Come True (“Company”) respects the privacy of the users of its Site. Please refer to the Company’s Privacy Policy Dream_Come_True_Privacy_Policy.pdf which explains how we collect, use, and disclose personal information. When you access or use the Site, you signify your agreement to this Privacy Policy.

Links to Other Sites and/or Materials

As part of the Site, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to visitors and users of the Site. We have no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from that site.
Copyright Complaints and Copyright Agent

DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C § 512) (“DMCA”) by sending the following information in writing to our designated copyright agent at Copyright Agent, Rayann Vasko at PO Box 21167, Lehigh Valley, PA 18002 or via email at rayann@dreamcometrue.org:

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

License Grant

By posting any content via the Site, you expressly grant, and you represent and warrant that you have a right to grant, to us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such content and your name, voice, and/or likeness as contained in your content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site.

Proprietary Rights

You acknowledge and agree that the Site contains proprietary information that is protected under U.S. and international intellectual property laws, including the laws of copyright and trademark. Except as expressly authorized by us or our licensors, you agree not to sell, rewrite, modify, redistribute, create derivative works from the Site content in whole or in part.

You may look at the Site online, download individual pages to your personal or handheld
computer for later reading, and even print a copy of pages for yourself. You may not remove any copyright notices from our materials. We reserve all of our other rights not granted in these Terms of Use. You agree not to access the Site by any means other than through the interface that is provided by us for use in accessing the Site.

Other product and company names that are mentioned on the Site may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

**User Consent to Receive Communications in Electronic Form**

For contractual purposes, you (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about us and special offers. You may opt out of such email by changing your account settings or sending an email to rayann@dreamcometrue.org or calling us at the following number: 610-865-3475.

Opting out may prevent you from receiving messages regarding us or special offers.

**No Warranties; Release**

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, COVENANTS OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SITE, THE SERVICES OFFERED THEREON, SITE CONTENT, THIRD PARTY CONTENT OR ANY OTHER CONTENT. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICES OFFERED THEREON, THE SITE CONTENT, THIRD PARTY CONTENT AND ANY OTHER CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED FROM OR ON THE SITE. WE DO NOT WARRANT: THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR THAT DEFECTS IN THE SITE WILL BE CORRECTED; OR THE ACCURACY OR COMPLETENESS OF THE SITE CONTENT, THIRD PARTY CONTENT, OR ANY OTHER CONTENT; OR THAT ANY ERRORS IN THE SITE CONTENT, THIRD PARTY CONTENT OR OTHER CONTENT WILL BE CORRECTED. THE SITE, THE SERVICES OFFERED THEREON, AND THE SITE CONTENT AND OTHER CONTENT ARE PROVIDED ON AN “AS IS”, “WHERE IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE
FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF (I) YOUR CONDUCT OR THAT OF ANYONE ELSE IN CONNECTION WITH USE OF THE SITE, THE SERVICES OFFERED THEREON OR THIS AGREEMENT (II) INABILITY TO USE THE SITE, THE SERVICES OFFERED THEREON, THE SITE CONTENT OR ANY OTHER CONTENT, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICES, THE SITE CONTENT AND/OR ANY OTHER CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION, OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SITE CONTENT OR ANY OTHER CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, SITE CONTENT OR ANY OTHER CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES THE SITE’S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

IF YOU HAVE A DISPUTE WITH US, YOU RELEASE US (AND OUR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS AND AGENTS) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU AGREE TO INDEMNIFY AND HOLD US (AND OUR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AND AGENTS), HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEY FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR BREACH OF THIS AGREEMENT, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY (B) YOUR USE, MISUSE, OR INABILITY TO USE THE SITE OR THE SITE CONTENT OR ANY VIOLATION BY YOU OF THIS AGREEMENT.

Indemnity

You agree to defend, indemnify, and hold us, our respective officers, directors, employees, agents, licensors, consultants, contractors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without
limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Modification of Terms of Use

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we may also notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this Agreement by us via telephonic or email communications shall be valid.

General Terms

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on our part to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

Any cause of action related to or arising out of your relationship with us must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Laws that Govern this Agreement

We control the Site from our offices within the Commonwealth of Pennsylvania in the United States of America. The Site can be accessed from any of the United States and from other countries worldwide. Since the laws of each State or country able to access the Site may differ, by accessing the Site, you and we agree that the statutes and laws of the Commonwealth of Pennsylvania, without regard to choice of laws principles, will apply to all matters relating to use of the Site. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. We do not make any representation that materials made available through the Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws.

We may assign or delegate these Terms of Use and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy
without our prior written consent, and any unauthorized assignment and delegation by you is void.

Consequences

We may take any legal action we think is appropriate. If your violation of these Terms of Use causes harm to others, you agree to hold us harmless against any liability for that harm. If there is any dispute between us concerning these Terms of Use or your use of the Site, you and we irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Pennsylvania or the state court located in Lehigh County, Commonwealth of Pennsylvania. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

Complete Agreement

Except as expressly provided in a particular “legal notice” (including, without limitation the Privacy Policy) on the Site, these Terms of Use constitute the entire agreement between you and us with respect to your use (and prior use) of the Site.

Questions or Concerns about Our Terms of Use

For questions or concerns about these terms of use, please send an email to rayann@dreamcometrue.org.