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Description of Service

CDA currently provides users access to an extensive number of resources, including, but not limited to, public forums, health and medical content, financial literacy content, job postings, vocational training content, online tools, calendaring, email, to-do lists, bookmarks, other personalization features, book/publication offerings, and various communication tools (the “Service”).

CDA assumes no responsibility or liability for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization data or settings. All such risks shall be borne by you.

Change and Access to the Website

CDA reserves the right to review, improve, amend, or change the Website or the Service at our discretion and without notice. CDA will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

To access some of the resources the Website offers, User may be asked to provide certain registration details and information. Those who register are responsible for the security and confidentiality of their own user ID, password, and other related information. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Website using your information. You agree to notify us of any unauthorized access to the Website or related breach of security. AGE REQUIREMENT: You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to participate in the raffles and/or sweepstakes.

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CDA permits and encourages hyperlinks and text links to material on the Website provided User does so in a way that is fair, legal, and does not damage or take advantage of the reputation of the CDA. The Website may provide certain social media features that enable you to link from your own site to certain resources on the Website, send e-mails or other communications with certain content found on the Website, or allow limited portions of information to be displayed on your own or on certain third-party websites. Any linking must conform with certain practices, including, but not limited to: Any text-only link must clearly be marked, “Children's Dream Adventures” The appearance, position, and other aspects of either the link or the host website may not be such as to damage or dilute the goodwill associated with the CDA name and trademarks. The appearance, position, and other aspects of either the link or the host website may not create the false appearance that an entity other than CDA is associated with or sponsored by CDA. The link, when a user interacts with it, must display this Website full-screen and not within a “frame” of the linked website.

CDA reserves, in its sole discretion, the right to revoke its consent for linked material at any time and without notice.CDA is not responsible for the information or materials contained on a host site to which the Website is linked. Linking to the Website is intended to be for convenience of reference only and is not intended to be used as an endorsement by CDA of either the organization or individual hosting the website, nor as a warranty of any type regarding the hosting website or its contents. Content Standards User understands that all information, data, text, photographs, graphics, messages, or other materials (“Content”) present on the Website and publicly viewable is the sole responsibility of the person from which such content originated.

CDA does not bear any risk or liabilities for such Content that you personally upload, post, e-mail, transmit, or otherwise affiliate with the Service. Content must, in its entirety, comply with all applicable federal, state, local, and international laws and regulations. You agree that any Content submitted through the Service or on the Website does not:

Contain information that infringes on any patent, trademark, trade secret, copyright, or other proprietary right of any party.

Make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation that may cause annoyance, inconvenience, embarrassment, alarm, or needless anxiety to any other person.

Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Contain any material likely to deceive any person, including giving the false impression that they emanate from or are endorsed by a certain person or entity or an actual impersonation of any person or entity, including, but not limited to, an CDA official, forum leader, guide, or host, or otherwise falsely state or misrepresent your affiliation with a person or entity.

Advocate, promote, or assist in any illegal activity or unlawful act.

Contain any information regarding candidates for public office, political parties, or elections of office-holders.

Contain software viruses or other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment. Disrupt or negatively affects a user’s ability to engage in real time exchanges and interactions with the Website or the Service. Harvest, collect, and/or store personal data about other users.

Violate the legal rights (including the rights of publicity and privacy) of others or contain material that could give rise to civil or criminal liability under applicable laws and regulations, or that otherwise conflicts with these Terms of Use and our Privacy Policy.

Social Media Sites As part of the Service, the Website may also provide links to officially monitored and curated social media channels that also display CDA Content. User’s use of these linked CDA social media channels is also subject to these Terms of Use, as well as the Terms of Use of the social platform from which you access this Content.

CDA social media channels, including but not limited to, the Facebook pages for Children's Dream Adventures, CDA's Instagram account, CDA's YouTube channel, and CDA's LinkedIn Page.   Through these social media accounts, CDA hopes to be able to spread this information in a convenient way and foster open and respectful dialogues on issues and topics regarding foster kids and grieving children.

CDA reserves all rights relating to the company’s social media channels, including, but not limited to: Adding, removing, or modifying any content; Blocking harassing and disruptive users; Discontinuing any of our social media channels at any time.

CDA does not warrant that the information on these social media channels is complete, reliable, useful, or otherwise accurate. Do not rely solely on the information presented on these social media platforms or other CDA programs. Further, CDA does not create nor control any opinions or statements expressed by others within its social media channels, including those that Follow, Like, re-Tweet, re-post, or otherwise share CDA content therein, nor does any similar action undertaken by CDA concerning another user’s content constitute an endorsement of that user. The Website may also have links to social media accounts concerning CDA events and programs, but these are not created or operated by CDA staff members, and any Content on these social media accounts are not considered to be endorsed by CDA.

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You represent and warrant that the owner of such Content has expressly granted CDA a royalty-free, perpetual, irrevocable, world-wide non-exclusive license to use, reproduce, display, modify, publish, edit, translate, distribute, perform, and create derivative works from Content in any media or medium, form, or forum known of hereafter developed.

You represent and warrant that you own and control all rights to such submissions and have the right to grant the license to us and our licensees, successors, and assigns, and that all contributions do, and will, comply with these Terms of Use.

You understand and acknowledge you are responsible for any contributions you submit and you, not CDA, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Monitoring, Enforcement, and Termination of Content CDA has the right (but not the obligation) to refuse, move, edit, or delete any Content that is available on via the Service or on the Website at their sole discretion, for any or no reason.

User acknowledges and agrees that CDA may take any action we deem necessary or appropriate if we believe Content violates the Terms of Use, including, but not limited to, infringing any intellectual property right, threatening the personal safety of users to the Website or the public, or if it potentially creates liability for the company. CDA may take appropriate legal action for any illegal or unauthorized use of the Website or the Service. CDA has the right to fully cooperate with law enforcement authorities or court order directing or requesting us to disclose your identity or information or preserve Content posted by you in relation to relevant legal action.

YOU WAIVE AND HOLD HARMLESS ACS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CDA DURING, OR AS A CONSEQUENCE OF, A LEGAL INVESTIGATION BY EITHER ACS OR LAW ENFORCEMENT AUTHORITIES.

In its sole discretion, CDA has the right to terminate, restrict, or suspend your account and access to the Website and the Service for any or no reason, including, but not limited to, for lack of use or if CDA believes you have violated the Terms of Use. You agree that any termination of your ability to access the Website or use the Service may be done without prior notice and acknowledge that CDA may immediately deactivate or delete your account and all related information and files in your account, as well as bar further access to such files or the Service. CDA shall not be liable to you or any third party for any termination of your access to the Service.

CDA, however, cannot guarantee it reviews all material before it is posted on the Website or through the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding any transmissions, communications, or material provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

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PO Box 55068

Saint Petersburg, FL 33732

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

In your notice, please provide ALL of the following information (as required by 17 U.S.C. §512 (c)(3)):

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ii. Identification 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.

iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

v. A statement that the complaining party has 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.vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receiving the above information, CDA will promptly investigate and take appropriate action, then notify you of the undertaken action at the provided contact address.

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For information on how we use and collect User information when visiting the Website or using the Service, please see our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Statement.

General Practices Regarding Use and Storage

User acknowledges that CDA may establish general practices and limits concerning use of the Website and the Service, including limiting the number of days e-mail messages and other uploaded content is retained by the website, the maximum number of e-mails received by an account, the maximum disk space allotted on servers for an account, and the maximum duration for which an account can be accessed. You acknowledge that CDA has no responsibility or liability concerning the deletion or failure to store any messages maintained or transmitted by the Website servers. You acknowledge CDA has the right to deactivate accounts that are inactive for an extended period of time. Endorsements

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