

FOVEC.org Terms of Use

Last Revised May 21, 2021

Welcome to FOVEC.org's Terms of Use. We are glad you have chosen to use our services. Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us and to make our services possible and more enjoyable for everyone. FOVEC offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use.

We understand that legal terms can be exhausting to read, and we've tried to make the experience more pleasant. If you have any suggestions on how we can improve them, you are more than welcome to contact us at FOVECwebmaster@gmail.com

1. Introduction	2
1.1 Our Purpose	2
1.2 Legal Agreement	2
1.3 User Account	2
1.4 Refund/Cancellation Policy	2
1.5 Fulfillment/Shipping Policy	3
1.6 Contact Information	3
2. Your Obligations	3
3. Content and Ownership	4
4. Privacy	4
5.1 Money-Back Guarantee	4
6. Cancellation	4
7. Misconduct and Copyrights	5
12. Disclaimer of Warranties	5
13. Limitation of Liability	6
14. Indemnity	7
15. General	7
15.1. Changes & Updates	7
15.2. Governing Law & Jurisdiction; Class Action Waiver	7
15.3. Notices	8
15.4. Relationship	8
15.5. Entire Agreement	8
15.6. Assignment	8
15.7. Severability & Waivers	8
15.9. Customer Service Contact	8

1. Introduction

1.1 Our Purpose

FOVEC.org offers services that allow our users the ability to share ideas, pictures, and other content with a community of people who love Fair Oaks Village. It also offers calendar, event management, and limited eCommerce services in support of FOVEC's mission.

1.2 Legal Agreement

By visiting our website or using our services, you are entering into a legal agreement with us, consisting of these Terms of Use, and our additional services' legal terms.

By using our services, you signify your consent to these terms and you acknowledge that you have read our Privacy Policy. You may not use our services if you do not consent to all our terms.

1.3 User Account

To use certain of our services, you need to create a user account.

You should keep your username and password protected and safe, and only allow people you trust to access your account or website settings.

All activities that occur under your user account or website are your responsibility.

The account information you provide us must be your own (or your company's), and be accurate and complete.

When a user account is disputed, we may determine the ownership of such user account.

1.4 Refund/Cancellation Policy

If you are not 100% satisfied with your purchase, you can return the undamaged product and get a full refund or exchange the product for another one, be it similar or not. You can return a product for up to 14 days from the date you purchased it.

With event tickets, you, can cancel your order and get a full refund minus 20% for processing, up to 5 days before the event begins.

FOVEC Membership can be canceled at any time, however, no refunds will be offered.

Contact us at FOVECTreasurer@gmail.com for any refund or cancelation requests.

1.5 Fulfillment/Shipping Policy

As an all-volunteer organization, FOVEC has very limited ability to stock or ship physical merchandise. In most cases, items will only be available for local pickup at events in Fair Oaks on specific dates. Please contact us at FOVEC2011@gmail.com if you have questions or want to make other arrangements.

1.6 Contact Information

As an all-volunteer organization, FOVEC has no permanent physical address and limited ability to respond to requests. The best way to contact us is [by using the site's Forum](#) and posting your question or comment. For private exchanges:

For general questions email FOVEC2011@gmail.com

For website questions email FOVECwebmaster@gmail.com

For financial questions email FOVECTreasurer@gmail.com

We will get back to you as quickly as possible.

2. Your Obligations

In order to use our services, there are certain obligations and conditions you need to meet.

You need to be of legal age of majority, reside and use our services in a permitted location.

In addition, you must own all rights in any content you upload or publish or that we access, import and/or upload for you via our services, ensure that such content is legal and reliable and that anything you do with it (or enable FOVEC to do with it) is legal.

You must comply with all applicable laws.

You will be responsible for your actions and for the actions of anyone who accesses your user account or user platform settings.

You agree that we or our partners may send you promotional messages and content. You can easily opt-out of receiving promotional messages by contacting us.

You allow us to use your content for our promotional activities, and to determine the manner in which the services will be performed.

You agree that FOVEC has the right to impose and change price plans for its Services. Additionally, FOVEC may impose restrictions depending on your specific usage of the Service.

You agree to be nice, and avoid doing anything that might harm us or anyone else.

You may not copy our materials without approval, use any content in an illegal or harmful manner, make any misrepresentations or abuse our Services, or otherwise violate anyone's rights or any applicable laws.

3. Content and Ownership

You own all rights to your content. We may handle your content in order to provide you with our services.

We own all rights in and to our services, content, data, technology and features.

You may use our services and content so long as you fully comply with these terms and ensure full and timely payments.

Certain features which are available to you are licensed by a Wix.com, make sure you read their terms as well.

We welcome any form of feedback or suggestions. If you do provide us with any, please make sure that it is accurate and legal.

4. Privacy

We care about your privacy, and you should too. Please read our Privacy Policy to learn more about our practices concerning personal information.

5. Cancellation

You may cancel your account or any services at any time. Once we process your cancellation request, we will not charge you for any additional subscription renewals.

If you violate any of these terms or fail to make timely payments, we may suspend or cancel your account.

If your account or any of your services are canceled, it may result in loss of content and data. You are responsible to back up your data and materials.

6. Misconduct and Copyrights

If you witness or experience any misconduct or abusive behavior by anyone using our services, please let us know.

We respect the intellectual property rights of others.

If your copyrighted works were used inappropriately by any of our users – please let us know and provide us with all the necessary information, and we will take care of it in accordance with the DMCA.

If we receive a copyright infringement notice regarding your website or content, we may remove or cancel your website and account.

7. Disclaimer of Warranties

We provide the FOVEC Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the FOVEC Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users’) contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via the FOVEC Services – so please be sure to verify those before using or otherwise engaging them.

FOVEC may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any User Platform and/or User Content, at any time and for any reason, with or without notice.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may FOVEC be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the FOVEC Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, FOVEC shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

You acknowledge that there are risks in using the FOVEC Services and/or connecting and/or dealing with any Third Party Services through or in connection with FOVEC Services, and that FOVEC cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information about and/or by Third

Party Services and/or Licensed Content, breach of warranty and/or contract, violation of rights, and any consequent claims.

FOVEC does not recommend the use of the FOVEC Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

Please note that FOVEC Services are often offered in untested versions, and undergoing user testing. You understand and agree that certain FOVEC Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the FOVEC Services signifies your agreement to participate in such FOVEC Services' user testing.

8. Limitation of Liability

To the fullest extent permitted by law in each applicable jurisdiction, FOVEC, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the FOVEC Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission to or from the FOVEC Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the FOVEC Services; (6) events beyond the reasonable control of FOVEC, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of FOVEC Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for FOVEC's services to you, and such limitations will apply even if FOVEC has been advised of the possibility of such liabilities.

9. Indemnity

You agree to defend, indemnify and hold harmless FOVEC, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other FOVEC Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Platform or User Content and/or your use of the FOVEC Services, including, without limitation, FOVEC Services'

actions for your benefit; and/or (3) any other type of claim that your User Platform and/or User Content caused damage to a third party.

10. General

10.1 Changes & Updates

FOVEC reserves the right to change, suspend or terminate any of the FOVEC Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of the FOVEC Services (including removal of any materials created by you in connection with the FOVEC Services) for any reason and/or change any of the FOVEC Terms with or without prior notice - at any time and in any manner.

You agree that FOVEC will not be liable to you or to any third party for any modification, suspension or discontinuance of those FOVEC Services.

If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account (as further explained in Section 6 above), continue to support your then-current FOVEC Services without enabling such changes, or provide you with alternative Services.

10.2 Governing Law & Jurisdiction; Class Action Waiver

The FOVEC Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the FOVEC Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the FOVEC Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Sacramento, California. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

10.3 Notices

We may provide you with notices via our services, by e-mail or through any other contact means you provided us.

10.4 Relationship

Accepting these terms and services does not form a partnership or any special relationship between us.

10.5 Entire Agreement

These terms (together with additional terms) shall constitute the sole and entire agreement between us

10.6 Assignment

We may assign our rights and obligations to other parties. You may only do so with our prior written consent

10.7 Severability & Waivers

These terms are independent from each other, in case any of them is found invalid.

10.8 Customer Service Contact

To get in touch with us - please send an email message to:

FOVECwebmaster@gmail.com