

## Terms of Service BYEP

### **Terms of Service**

Welcome to the BYEP.org website (the “Website”), operated by Big Sky Youth Empowerment (also “we” or “us”). We are a 501(c)(3) nonprofit organization. By accessing the Website, you agree to be bound by these Terms of Service and all applicable federal, state, and local laws and regulations.

### **Privacy Policy**

We value and respect your privacy. If you use the Website, you agree that your activities are covered by our Privacy Policy. [Note: add hyperlink to Privacy Policy]

### **Use of Publications, Trademarks, and Logos**

We provide information on BYEP programs and activities designed to equip youth with the skills to make educated decisions towards an empowered and independent future, including articles, press releases, photographs, stories and case studies, reports, newsletters, video broadcasts, annual reports, and interviews with personnel, corporate and community partners, youth participants, and volunteers (collectively “Publications”). Unless otherwise expressly stated, all content provided on the Website is intellectual property that belongs to us. You are permitted to download information from the Website for your own personal informational use. You may also copy, distribute, adapt, and transmit content from this Website solely for not-for-profit or educational purposes, provided that the use contains the following attribution: [“Reproduced with permission of BYEP”.] You may not suggest any other relationship, endorsement or affiliation with us unless you obtain express written permission. For any other use, you must obtain express written permission from us. You may not use or duplicate any Client logos or trademarks without express written permission from us. To request permission for use of copyrighted material, trademarks, or logos, use our contact us page [[link](#)].

### **Links to Other Websites**

Links on the Website that lead to outside services and resources are provided for convenience only. We do not control the accuracy or availability of the those outside services and resources. Any concerns regarding any such service or resource, or any link, should be directed to the particular service or resource.

### **Third Party Content**

We respect copyright and trademark laws. Third-party material may appear on our site, and those creators retain all rights to their works, except where noted.

### **No Guarantees**

Though we strive to keep the information available on the Website current and accurate, errors can [and do] occur. We provide the information on the Website with no representations or guarantees of accuracy, completeness, or timeliness. We will not be liable to you or any other

person for any damages that result from the use or inability to use the Website, or as a result of any content, information, services, or resources made available through the Website.

### **Indemnification**

You agree to indemnify and hold harmless each of us, our affiliates, officers, directors, employees and volunteers from any claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or related to your use of this Website, the violation of these Terms of Service by you, or the infringement by you of any intellectual property or other right of any person or entity.

### **About These Terms – General Provisions**

If we do not immediately take action to address a violation of these Terms of Use, we are not waiving our rights to take action in the future. If any particular provision of these Terms of Use is found to be unenforceable, that provision will be severable and will not affect any of the other provisions.

This Website is owned and operated by us from our offices in Gallatin County, Montana. Your use of the Website, and any related legal action, will be governed by the laws of the State of Montana, without regard to conflict of laws principles. The sole jurisdiction for any litigation arising out of your use of or inquiries to the Website will be an appropriate state court located in Gallatin County, Montana, or the U.S. District Court of Montana, Butte Division.

### **Changes to the Terms of Use**

We may modify these Terms of Service from time to time and will post the most current version on our site. If a modification meaningfully reduces your rights, we will notify you (by, for example, sending you an email or displaying a prominent notice on the Website). The notice will designate a reasonable period after which the new terms will take effect. Modifications will not apply retroactively. By continuing to use or access the Website and/or BYEP resources after any modifications come into effect, you agree to be bound by the modified language. If you disagree with our changes, then you must stop using the Website and resources.

**Effective Date:** 9/21/20