

TERMS & CONDITIONS

These **Terms & Conditions** (hereinafter referred to as the “**Terms**” or “**Terms of Service**” or “**Terms of Use**”) shall govern the relationship between our company and you. This website is owned and operated by:

Business Name: Horton Center

Registered Office: 140 Sheep Davis Road, Pembroke, NH 03275

(here simply referred to as “**Company**” or “**us**” or “**our**” or “**we**”). You are here simply referred to as “**you**” or “**your**” or “**user**” or “**users**” or “**customers**”. These Terms shall govern your use of our website - <https://www.hortoncenter.org/> (hereinafter referred to as the “**website**” or “**Site**”).

This website is designed to inform our campers about our faith-based camp and retreat center, provide an overview of our activities, offer information about donations, and provide a link to our registration (the “**Service**”).

Please read these Terms carefully, as these, along with our **Privacy Policy** statement forms the entire agreement between you and Horton Center.

1. ACCEPTANCE OF THE TERMS & CONDITIONS

By accessing or using our website, or by providing your personal information on the website, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the website.
- ii. You are of sound mind, of legal age, and otherwise competent to form a binding contract with us. By using the website, you represent and warrant that you meet all of the foregoing eligibility requirements.
- iii. If you are using the website on behalf of an organization or entity, you represent that you have the authority to bind such organization to these Terms.
- iv. You have read, understood, and consented to our **Privacy Policy**.

2. ACCOUNT CREATION

- a) **Account Creation:** To access certain features of Horton Center, you may be required to create an account. By creating an account, you agree to provide accurate, current, and complete information as prompted by our registration processes. Maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account, is your responsibility. You agree to immediately notify Horton Center of any unauthorized use of your account or any other breach of security.
- b) **Third Party Login:** You may use your Facebook or Google account to log in to our website. If you choose to do so, you agree to adhere to the terms and conditions of those third-party services.
- c) **Account Suspension or Termination:** We reserve the right to suspend or terminate your account at any time if we believe you have violated these Terms & Conditions, provided false information, or engaged in any harmful activities on our website.

3. ALLOWED USES OF THE WEBSITE

- a) **Educational and Community Use:** You may use our website for educational and community purposes, such as sharing information about our camp's activities or sessions with your community group or study group, as long as such use aligns with these Terms & Conditions.
- b) **Personal Use:** You may use the Horton Center website for your personal, non-commercial purposes. This includes browsing our content, registering for camps, and accessing information about our camp and its activities.
- c) **Camp Registration:** You are allowed to register for camps through our website.
- d) **Donations:** Our website provides information about how to make donations. For this purpose, you may be redirected to third-party sites. You may use these services as intended, following any additional terms provided by those third parties.
- e) **Information:** Whenever prompted, you must provide us with the correct, accurate, and updated information. These will be handled in accordance with the **Privacy Policy** statement posted on our website.

4. PROHIBITED USES

You are not allowed to use our website for the following:

- a) **Providing False Information:** Users must not provide false or misleading information when filling out the contact form or communicating with Horton Center.
- b) **Engaging in Illegal Activities:** You may not use our website for any illegal activities, including but not limited to fraud, identity theft, or any other unlawful conduct.
- c) **Disrupting Website Operations:** Users must not attempt to disrupt or damage the website, its servers, or its security features through hacking, malware, or other malicious activities.
- d) **Spamming:** Users must not send unsolicited emails or messages to other users or post spam content on the website.
- e) **Infringing on Intellectual Property Rights:** Users must not use the website to infringe on the intellectual property rights of Horton Center or others.
- f) **Collecting Data:** Users must not collect or store personal data about other users without their consent.
- g) **Automated Access:** Users must not use any automated systems, including robots, spiders, or other devices, to access the website without our prior written permission.

5. OWNERSHIP RIGHTS

- a) **Website Ownership:** All content, materials, and intellectual property on the Horton Center website, including but not limited to text, graphics, logos, images, videos, and software, are owned by Horton Center or its licensors. This content is protected by copyright, trademark, and other applicable laws.
- b) **Restrictions:** You are not allowed to copy, distribute, modify, or create derivative works from any part of the website without our prior written consent. You also must not use any part of the website for commercial purposes without obtaining a license from us to do so.

- c) **Feedback:** Any feedback, comments, or suggestions you may provide regarding the website or our services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

6. **PRIVACY**

In order to see what personal and non-personal information we collect and how we use or store or share the same, please refer to the detailed **Privacy Policy** statement available on our website.

7. **LINKS TO THIRD-PARTY SITES**

The Horton Center website may contain links to third-party websites or services that are not owned or controlled by Horton Center. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you may be taken to such a third-party website, and you get out of the jurisdiction of our website. Therefore, you shall be governed by the legal policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or inaccuracy of content or wrong information, Horton Center shall not be responsible.**

8. **DISCLAIMER**

- a) **General Information:** The information provided on the Horton Center website is for general informational purposes only. While we strive to ensure that the content on our website is accurate and up-to-date, Horton Center makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is strictly at your own risk.
- b) **No Professional Advice:** The content provided on this website, including any articles, blogs, or resources, is intended for general information only and does not constitute legal, financial, medical, or any other type of professional advice. You should not rely on the information provided on this website as a substitute for professional advice tailored to your specific situation. We recommend consulting with appropriate professionals before making any decisions based on the information found on this website.
- c) **Third-Party Content and Links:** This website may include links to third-party websites, which are provided solely for your convenience. These third-party websites are not under the control of Horton Center, and we are not responsible for the content, accuracy, or reliability of any information or services offered by these sites. The inclusion of any links does not imply an endorsement or recommendation by Horton Center of the views expressed within them. You access and use these third-party sites at your own risk, and we encourage you to review their terms and privacy policies.

- d) **Donations:** Donations made through links provided on this website may be processed by third-party service providers. Horton Center does not control these third-party platforms and is not responsible for any tax benefits, errors, delays, or issues related to the processing of donations. By making a donation through a third-party site, you agree to their terms and conditions. We disclaim any liability for any losses or damages that may arise in connection with your donations.
- e) **Service Availability:** While we strive to keep our website operational and accessible, Horton Center does not guarantee that the website will be available at all times or free from errors, interruptions, or technical issues. We reserve the right to modify, suspend, or discontinue the website or any part of it at any time without prior notice.
- f) **No Warranties:** This website is provided on an "as-is" and "as-available" basis, without any warranties of any kind, whether express or implied. Horton Center disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- g) **User Responsibility:** Users of this website are responsible for their own actions and decisions based on the information provided herein. Horton Center shall not be held liable for any damages arising from the use of the website or from any actions taken in reliance on the information provided.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Horton Center and its affiliates, owners, officers, directors, employees, agents, and representatives will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the website or the services provided (including without limitation, third party links or events). This includes, but is not limited to, damages for loss of profits, goodwill, data, or other intangible losses, even if we have been advised of the possibility of such damages.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such jurisdictions, the liability of Horton Center shall be limited to the fullest extent permitted by law.

10. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill, or reputation of **Horton Center**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

11. INDEMNIFICATION

You acknowledge to defend, indemnify, and hold Horton Center, its owners, affiliates, subsidiaries, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as

“**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand, or expense, including reasonable legal counsel’s fee, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services, or website;
- c) Your violation of any applicable laws, rules, or regulations;
- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the **State of New Hampshire (USA)**, without regard to its conflict of law principles.
- b) **Negotiation and Informal Resolution:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the user and the Company hereby agree to first attempt to resolve the matter through good faith negotiations and discussions.
- c) **Judicial Action:** If amicable resolution is not reached despite attempts, in that case either the user or the Company may initiate legal proceedings in the appropriate court located in **Rockingham County, New Hampshire**.
- d) **No Class Actions:** The user and the Company agree that any dispute resolution proceedings will be conducted on an individual basis and not as a class, collective, or representative action. Both parties waive the right to participate in or bring class actions.
- e) **Attorneys' Fees:** In the event of any legal action arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- f) **No Waiver of Rights:** The pursuit of legal action shall not be construed as a waiver of any rights or remedies available under this Agreement.
- g) **Continuation of Service:** Pending the resolution of any dispute, the user agrees to continue abiding by the terms of this Agreement.
- h) **Rights Unaffected:** Nothing mentioned in this Section shall affect the rights of the Parties to seek any relief of an urgent nature.

13. NOTICES

When you use the website or send emails to Horton Center, you are communicating with us electronically. You consent to receive physically or electronically any communications related to your use of this website. Horton Center will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to info@hortoncenter.org.

14. GENERAL PROVISIONS

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend and/or revoke your access to our service and website, at our sole discretion.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms & Conditions shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms & Conditions, or any general legal principles to the contrary, any provision of these Terms & Conditions that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms & Conditions, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms & Conditions, there shall be no third-party beneficiaries to these Terms & Conditions.
- viii. **No Assignment:** You may not assign these Terms & Conditions (or any rights, benefits, or obligations hereunder) by operation of law or otherwise without the prior written consent of Horton Center, which may be withheld at Horton Center's sole discretion. Any attempted assignment that does not comply with these Terms & Conditions shall be null and void.
- ix. **Entire Agreement:** The **Terms** and **Privacy Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Horton Center and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (*whether oral or written*) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our website.
- x. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site or our Services after any amendments to the Terms shall constitute your acceptance to such amendments.

15. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms**, or with any content or service of Horton Center, in that case you may freely write your concerns to the Grievance Officer/Designated Representative at below:

- **Name:** Thaddeus Sieverding
- **Email:** privacy@boostcanvas.com
- **Postal:** 6 Main Street, Unit 161, Newfields NH 03856

16. FEEDBACK

We welcome your questions or comments regarding the Terms. You can write to us via email:
info@hortoncenter.org.

Last updated on **September 02, 2024**.