

Wire of Hope, LLC • Terms of Service

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OVERVIEW-

Wire of Hope is operated by Wire of Hope, LLC and its subsidiaries and affiliates (referred throughout the site by the terms “Wire of Hope”, “we”, “us” and “our”). Wire of Hope offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

Wire of Hope's Prison Pen Pal Program's purpose is to connect incarcerated people with the outside world by engaging in a prison correspondence and pursuing a friendship, with the only restriction that all participants, inmate penpals and respondents, must be of at least 18 years of age (or the age of majority in their state or province of residence, if that age is set above 18).

By using or accessing WireOfHope.com, you agree that you are at least 18 years of age (or the age of majority in your state or province of residence, if that age is set above 18) and you agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”, “TOS”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These terms of service apply to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content. If you do not agree to these terms of service, do not access Wire of Hope's website or use its services.

Please read these terms of service carefully before accessing or using our website and/or services. By accessing or using any part of the site, you agree to be bound by these terms of service. If you do not agree to all of the terms and conditions of this agreement, then you may not access the website or use any of our services. If these terms of service are considered an offer, acceptance is expressly limited to these terms of service.

“Book marking” or “linking” to a page on this server/site whereby this warning page is by-passed shall constitute an implicit acceptance of these terms of service.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these terms.

SECTION 1 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

By accessing WireOfHope.com or using our services, you expressly understand and agree that:

Wire of Hope does not guarantee any specific results to its users and does not warrant that the results that may be obtained from the use of the service will be accurate or reliable. Your use of or inability to use the service is at your own risk. The service and all products and services delivered to you through Wire of Hope are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, non-infringement of proprietary rights. From time to time we may remove or cancel one or all of our services for indefinite periods of time for no or any reason, at any time, without notice to you.

Without limiting the foregoing, Wire of Hope, its affiliates, agents, contractors, suppliers, service providers, licensors and partners do not warrant that the Wire of Hope's service will be available, uninterrupted, timely, secure or error-free, that defects will be corrected or that the service provided or the server that makes it available is free of viruses or other harmful components.

Certain contents, products and services available via WireOfHope.com may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. Wire of Hope is not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, contents, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, contents, or any other transactions made in connection with any third-party websites, including the collection, handling and sharing of personal information that you provided to third-parties. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, disputes or questions regarding third-party products or services should be directed to the third-party directly. If you happen to have a dispute with a third-party relating to Wire of Hope, you hereby release Wire of Hope and its members, directors, officers, employees, agents, volunteers and interns from any claims, causes of action and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

Wire of Hope and all of its associates accept no responsibility for the truth or accuracy of any statement made by advertisers, third-parties, respondents/penpals, inmates and their loved ones. Wire of Hope strongly recommends all of its users, respondents/penpals and inmates, to take all preventive measures and safeguards possible when engaging in a prison correspondence, including, but not limited to, the measures described in our FAQ, our tips for inmates, our tips for respondents, and our precautionary measures to write to an inmate. By engaging in a prison correspondence, you agree to be at least 18 years of age (or the age of majority in your state or province of residence, if that age is set above 18) and hold Wire of Hope and its members, directors, officers, employees, agents, volunteers, interns, affiliates, contractors, suppliers, service providers, licensors and partners harmless from all costs, liabilities, damages and attorney fees, resulting from or caused by the use or misuse of our service. Wire of Hope strongly encourages its users to verify all information provided through additional sources, including outside of the United States if necessary for users abroad. Note that at any time the respondent/penpal can directly contact the Federal Bureau of Prisons, State's Department of Corrections or correctional institution for more Information about anyone in their custody.

By using Wire of Hope, users must understand that at no point Wire of Hope is the publisher of any information contained in the inmate profiles, only the provider of a space for the inmates to place a profile online. In no event will Wire of Hope be responsible for any incidental, consequential, exemplary or other damage arising from or relating to the use or misuse of its services.

Inmates must verify with their administration that they are allowed to use our service before placing a profile on Wire of Hope. Some correctional facilities prohibit inmates from using our service. Transgressing the rule could result in punitive or legal consequences for the inmate. In no event will Wire of Hope be held responsible for these consequences.

In no case shall Wire of Hope and its members, directors, officers, employees, agents, volunteers, interns, affiliates, contractors, suppliers, service providers, licensors and partners be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, but not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use or your inability to use any of the services and/or products procured using Wire of Hope, or for any other claim related in any way to your use or your inability to use the services and/or product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use or misuse of the service or in your interactions with other users of Wire of Hope.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights.

SECTION 2 – AUTHORIZED USERS

Wire of Hope and its services are not intended for people under 18 years of age (or the age of majority in their state or province of residence, if that age is set above 18). If you are under 18, you are not authorized to access or use this website and its services. Inmates under legal age will not be permitted to purchase a profile on our website. Respondents under legal age will be reported to their Internet Providers.

Wire of Hope reserves the right to take any and all measures deemed necessary to ensure the safety of all of its users (including but not limited to prison penpals and visitors/respondents).

SECTION 3 – GENERAL CONDITIONS

Wire of Hope reserves the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) may be changed to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by us.

SECTION 4 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these terms of service shall not constitute a waiver of such right or provision.

These terms of service and any policies or operating rules posted by us on this site or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the terms of service).

Any ambiguities in the interpretation of these terms of service shall not be construed against the drafting party.

SECTION 5 – SERVICES

Certain services may be available exclusively online through the website.

We have made every effort to give the description of our services as accurately as possible. All descriptions of services or service pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any service at any time. Any offer for any service made on this site is void where prohibited.

We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of services that we offer.

We do not warrant that the quality of any services, information, or other materials purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

SECTION 6 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

Wire of Hope is not responsible if any information made available on this site is not accurate, complete or current. Note that the material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 7 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 8 – MODIFICATIONS TO THE SERVICE, WEBSITE AND PRICES

Prices for our services are subject to change without notice.

We reserve the right at any time to modify or discontinue our services (or any part or content thereof, including but not limited to our website) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of our services.

SECTION 9 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to descriptions, resources, pricing, promotions, offers, transaction delays and inmates' information. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website should be taken to indicate that all information in the service or on any related website has been modified or updated.

SECTION 10 – PAYMENTS

Unless otherwise stated, all fees due to Wire of Hope shall be made in U.S. currency. You must be an authorized user to the credit or debit card or any other payment source you provided to place an order with us. By placing an order on Wire of Hope, you authorized us or our designated payment processor to charge you with the purchase amount along with any applicable tax.

The subscription fees are billed in advance and become non-refundable as soon as the profile is created (posted or scheduled to be posted on the site). Before that, a refund is possible, minus administrative and transaction fees.

Our customers are responsible for paying all fees and applicable taxes with a valid payment option (online payments with credit and debit cards, institutional or personal checks and money orders). Postage stamps can also be used as a means of payment over period of times determined by Wire of Hope, provided that the payment is directly made by the inmate and respects our current stamps price list and guidelines.

By using Wire of Hope and after submitting your payment, you agree to provide us with all of the necessary information about your profile or the inmate's profile, in order for us to post it on our website in a timely fashion. Wire of Hope will make every reasonable attempt to collect the information needed. If it is still not provided 60 days after the transaction, the case file will be closed and no refund will be issued.

If an incorrect payment amount has been sent, Wire of Hope will make every reasonable attempt to collect the remaining balance due for the purchase made. If it is still not provided 60 days after the initial transaction, the case file will be closed and no refund will be issued. In case of partial payments being made, no more than 3 separate payments for the same purchase are allowed. If no new payment has been made in the next 60 days following the last transaction, the case file will be closed and no refund will be issued.

SECTION 11 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use or misuse of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these terms of service.

SECTION 12 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

Wire of Hope does not claim ownership of any information, content or other materials submitted for display to others through our services. Wire of Hope is not responsible for the way the information was obtained before being submitted to us. Our users are solely responsible and own all rights to their submissions. However, by using any of our services, you grant us and our affiliates, agents, contractors, suppliers, service providers, licensors and partners an irrevocable, perpetual, non-exclusive, worldwide, transferable, fully-paid, license (sublicensable through multiple tiers) to use, copy, stream, store, retain, distribute, syndicate, license, reproduce, modify, adapt, publish, transmit, scan, reformat, edit, frame, excerpt, adapt, translate, publicly perform, create derivative works, and publicly display your submissions (in whole or in part) in any format or medium now known or later developed; provided, however, that our exercise of our rights under the foregoing license shall at all times be subject to the limitations upon disclosure of your user submissions imposed on us under our Privacy Policy. We reserve the right to display advertisements in connection with user submissions and to use user submissions for advertising and promotional purposes without any compensation to you. Wire of Hope owns all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content (but not your original content). We may, but have no obligation to, monitor, edit or remove content that we determine at our sole discretion to be unsuitable, displeasing, false, unlawful, offensive, threatening, hostile, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these terms of service.

Wire of Hope is and shall be under no obligation (1) to maintain any submission in confidence; (2) to pay compensation for any submission; or (3) to respond to any submission. Wire of Hope is not responsible for any loss, theft or damage of any kind to any user submissions. You, and not Wire of Hope, are responsible for any consequences of sharing information about yourself, including personal information, on public areas of the service.

By using Wire of Hope, you agree to provide only true, accurate and original content. If it comes to the attention of Wire of Hope that you provided non-up-to-date or false or inaccurate information or non-original content in your profile or the profile you purchased on behalf of an inmate, we reserve the right to ban and blacklist the user from the site indefinitely, and no refund will be issued.

You represent and warrant that your submissions and our authorized use of such submissions do not and will not infringe the rights of any third party (including, without limitation, copyright, trademark, privacy, personality or other personal or proprietary or legal or moral rights). You further agree that your submissions will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any submission.

You are solely responsible for any submitted contents you make and their accuracy. We take no responsibility and assume no liability for any submissions from you or any third-party.

SECTION 13 – INTELLECTUAL PROPERTY RIGHTS

Except for user content and applications/connect sites, WireOfHope.com and all of its contents, features, materials, trademarks and functionalities including, but not limited to, all information, engines, texts, displays, images, logos, videos, audios and designs are the property of Wire of Hope and/or its licensors and are protected by all relevant intellectual property applicable laws and rights.

These terms of service grant you a personal, non-exclusive, non-transferable, revocable license to access and use the site. You may access the material on the site only for your own personal, non-commercial use. Unless expressly authorized by Wire of Hope in writing, you must not use, copy, stream, store, retain, distribute, syndicate, license, reproduce, modify, adapt, publish, transmit, scan, reformat, edit, frame, excerpt, adapt, translate, publicly perform, create derivative works, or publicly display any of the material on our site, except as incidental to normal web browsing, such as the making of the cache of your Internet browser.

SECTION 14 – PROHIBITED USES

In addition to other prohibitions as set forth in the terms of service, the following practices and behaviors are prohibited. Wire of Hope reserves the right to stop providing services to its users, to ban and blacklist an inmate from the website, with no refund possible, if one or multiple practices/behaviors described below are engaged in:

- Being underage and accessing our website and/or using our services;
- Disabling, impairing, interrupting and/or limiting the proper working of our website, in and by any way possible, including by uploading or transmitting viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet;
- Interfering with or circumventing the security features of the service or any related website, other websites, or the Internet;
- Infringing upon or violating our intellectual property rights or the intellectual property rights of others;
- Collecting, tracking and/or using information from the profiles posted on Wire of Hope for purposes other than a prison correspondence, including to send advertisement or solicitations of any kind;
- Providing expired, false, misleading, inaccurate and/or fraudulent information, including non-original content or pictures of any person other than the individual involved (whether while submitting a profile or responding to one);
- Sending or submitting obscene, offensive, disrespectful content or any content that harasses, abuses, insults, harms, defames, slanders, disparages, intimidates, and/or discriminates in any way, including but not limited to discrimination based on gender, sexual orientation, religion, ethnicity, race, age, national origin, background, disability, etc.;
- Mentioning anyone by name in a profile, including victims of crimes;
- Responding to or purchasing an ad for other purposes than to conduct a prison correspondence;

- Purchasing a subscription or responding to an ad on Wire of Hope under false pretenses or immoral purposes, such as, but not limited to, soliciting and using private information, soliciting others to perform or participate in any unlawful acts, intimidating, blackmailing, extorting, scamming and/or harassing (including sexually) our users or any other individual involved;
- Using the service provided by Wire of Hope for commercial purposes;
- Using the service provided by Wire of Hope to conduct illegal, unlawful, malicious and/or fraudulent business;
- Doing anything that violates any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- Doing anything that could potentially expose Wire of Hope, LLC, WireOfHope.com, Wire of Hope and/or its users to harm or liability;
- Attempting, encouraging and/or facilitating any of the practices described above.

Please note that Wire of Hope's purpose is to connect incarcerated people with the outside world by engaging in a prison correspondence and pursuing a friendship. Sending unsolicited mail to the inmates, like spam or advertisements, constitutes an act punishable by law. By violating this principle, you take the risk to be prosecuted to the fullest extent of the law and be liable for restitution.

SECTION 15 – TERMINATION OF SERVICE

Wire of Hope reserves the right to delete any profile or content submitted, ban and/or blacklist a user, prohibit a user from accessing and using our service, in whole or in part, for any or no reason, at its sole discretion, at any time, with or without notice.

SECTION 16 – ARBITRATION

All claims and disputes arising out of or relating to the terms or use or misuse of Wire of Hope's services are to be settled by (a) binding arbitration by a single arbitrator in or closest to Duval County, Florida, United States of America or (b) binding non-appearance based arbitration conducted by telephone, online or based solely on written submission. Such arbitration will be administered by an arbitrator of Wire of Hope's choice. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and facts and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Before bringing any claim or dispute in a court of law on behalf of a class action, you agree to arbitrate whether a class could be certified. If the arbitrator finds that a class could be certified, you may file the class action in a court of law, conditioned upon you waiving any right to a trial by jury. Otherwise, if the arbitrator refuses to certify a class action, you will continue to resolve your individual claims or disputes through binding arbitration, under the terms and conditions provided above.

SECTION 17 – BUSINESS ACTS OR PRACTICES DISPUTES AND COMPLAINTS

If you feel to find Wire of Hope's business acts or practices to be unfair, fraudulent or unlawful, you agree to bring your concern to the attention of Wire of Hope. If you do not report your concern to Wire of Hope and continue using our services, your right to claim our business acts or practices to be unfair, fraudulent or unlawful will be waived.

SECTION 18 – PRIVACY POLICY

This section discloses the privacy policy for Wire of Hope LLC and WireOfHope.com. This privacy notice applies solely to information collected by us. This policy will notify you of what personally identifiable information is collected from you, how it is used and with whom it may be shared, what choices are available to you regarding the use of your data, the security procedures in place to protect the misuse of your information, and how you can correct any inaccuracies in the information.

If you choose to use Wire of Hope's service, you thereby agree to the collection and use of information in relation with this policy. The personal information that we collect is used for providing and improving the service. We will not use or share your information with anyone except as described in this privacy policy.

Collection and use of information:

Wire of Hope is the sole owner of the information collected on this site. We only have access to/collect information that you voluntarily give us via mail, email, online forms and/or any other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us, and/or to provide you with our service. We will not share your information with any third party outside of our organization, other than as necessary to complete your request, e.g. to fulfill an order. Unless you ask us not to, we may contact you via mail or email in the future to tell you about promotions, new products or services, or changes to this privacy policy.

Share of information:

In order to fulfill some orders, e.g. a profile's subscription on our website, Wire of Hope will be led to share the contact and demographic information, description and pictures you provided, and make them available in your profile online. By purchasing a profile on Wire of Hope, you give us your consent to do so. Note that this information may be crawled, indexed and ranked by search engines. At any time and for any or no reason you have the right to ask us to remove your profile from our website, providing that we get a request in writing by the individual the information is about. Please note that in this specific case, no refund will be issued.

Transfer of information:

Your information, including personal data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those in your jurisdiction. If you are located outside of the United States of America and choose to provide information to us, please note that we transfer the data, including personal data, to the United States of America and process it there. Your consent to this policy followed by your submission of such information, represents your agreement to that transfer.

Disclosure of information:

Wire of Hope may disclose your personal information in the good faith belief that such action is necessary to comply with a legal obligation, to protect and defend the rights or property of Wire of Hope, to prevent or investigate possible wrongdoing in connection with our service, to protect the personal safety of users of Wire of Hope or the public, to protect against legal liability.

Your access to and control over information:

You may opt out of any future contacts from us at any time. By contacting us, you can do the following at any time: see what data we have about you (if any), change/correct any data we have about you in our files, have us delete any data we have about you in our files, express any concern you have about our use of your data.

Registration:

In order to use this website, a user must first complete the hard-copy or online registration form. During registration a user is required to give various information. This information is used to fulfill your request and/or purchase and to contact you about the services on our site in which you have expressed interest. To buy from us, you may also have to provide financial information. This information is used for billing purposes only in order to fulfill your purchase.

Log Data:

We want to inform you that whenever you visit our website, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser version, pages of our site that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

Cookies:

We might be led to use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies. Please note that if you choose to refuse our cookies, you may not be able to use some portions of our website.

Links:

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information. Wire of Hope has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Service Providers:

We may employ third-party companies and individuals to facilitate our service, provide the service on our behalf, perform Wire of Hope related services, and assist us in analyzing how our service is used. We want to inform our users that these third parties may have access to your personal information at some point. The reason is to perform the tasks assigned to them on our behalf. However, these third-parties are obligated not to disclose or use the information for any other purpose.

Analytics:

We may use third-party service providers to monitor and analyze the use of our service.

Survey and contests:

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Children's privacy:

Wire of Hope does not address anyone under the age of 18 ("children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your children have provided us with personal data, please contact us immediately. If we become aware that we have collected personal data from children, we will take steps to remove that information from our servers.

Privacy practices:

You must obtain consent from Wire of Hope to collect or use information available on our website, or the consent of the author for any information included in a profile.

Security:

Wire of Hope takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify

this by looking for a lock icon in the address bar and looking for “https” at the beginning of the address of the Web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. While we are striving to use commercially acceptable means of protecting your personal information, please remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure and reliable, and we cannot guarantee its absolute security.

Changes to this privacy policy:

We may update our privacy policy from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new privacy policy on this page. These changes are effective immediately, after they are posted on this page.

If you have any questions or suggestions about our privacy policy or if you feel that we are not abiding by it, please contact us immediately.

SECTION 19 – GOVERNING LAW

All claims and disputes between you and Wire of Hope that arise out of or relate in any way to the terms or use or misuse of Wire of Hope shall be governed by and construed in accordance with the laws of Duval County, Florida, United States of America, without regard to conflict of law principles. You agree that all claims and disputes not subject to arbitration will be brought in, and you submit to the exclusive jurisdiction of the State and Federal Courts located in or nearest to Duval County, Florida, United States of America.

SECTION 20 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Wire of Hope and our affiliates, contractors, suppliers, officers, service providers, licensors, subcontractors, subsidiaries, partners, members, directors, officers, employees, agents, volunteers and interns, from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these terms of service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 21 – SEVERABILITY

In the event that any provision of these terms of service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law. The unenforceable portion shall be deemed to be severed from these terms of service and such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 22 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the terms of service on this page at any time.

We reserve the right, at our sole discretion, to update, change or replace any part of these terms of service by posting updates and/or changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the service following the posting of any changes to these terms of service constitutes acceptance of those changes.

SECTION 23 – TERMINATION OF THE TERMS OF SERVICE

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These terms of service are effective unless and until terminated by either you or Wire of Hope. You may terminate these terms of service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these terms of service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination. Accordingly we may also deny you access to our services (or any part thereof).

SECTION 24 – CONTACT US

If you have any questions or concerns about our terms of service, privacy policy or any other matter, please visit our website for more information, or feel free to contact us at any time.