

## Terms of Use

**Last Updated: April 22, 2025**

### SCOPE; ACCEPTING THIS POLICY

By using or accessing our website or other items we may offer, including but not limited to, social media or other communications (collectively, the “Website”), regardless of whether you reach out via digital or other communication, you agree to these Terms of Use described below, and The MACA Foundation Inc. (“MACA”) privacy policy (“Privacy Policy”). If you do not agree to these Terms or the Privacy Policy, you may not use the Website. These Terms are a legally binding agreement between you and MACA.

Any changes to these Terms will be effective immediately upon our posting them to our website at [macastrong.org](http://macastrong.org). Continuing to use the Website after we have changed these Terms will mean that you accept the revised Terms.

### WHAT OUR WEBSITE IS AND IS NOT

Your use of our Website does not create or imply an attorney-client relationship, a therapist-patient relationship, or any other special relationship.

### PROHIBITED USES; WHEN WE MAY TERMINATE YOUR ACCESS

You agree to use our Website only for lawful and legitimate purposes and according to these Terms. You agree not to use the Website:

- to violate any applicable federal, state, local, or international law or regulation;
- to exploit, harm, or attempt to exploit or harm others;
- to threaten, harass, “spam,” or otherwise inappropriately abuse MACA, its Website, employees, partners, agents, contractors, volunteers, or others;
- to send, obtain, share, use, or re-use any content which does not comply with these Terms;
- to gather or attempt to gather personal information belonging to others in order to share, market, exploit, or sell it to third parties, or for any other purpose prohibited by these Terms;
- to impersonate or attempt to impersonate another person or entity;

- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm MACA or users of the Website, or expose them to liability;
- to violate MACA's intellectual property rights, including but not limited to seeking to copy, reverse engineer, or make derivative works of the Website or any portion of the Website without prior written authorization from MACA; or
- to otherwise attempt to interfere with the proper working of MACA or the Website.

MACA reserves the right to terminate your access to its Website if you violate these Terms, including doing anything on the list above. MACA reserves the right to terminate its Website or your access to them or any portion of them for any reason or no reason.

## OTHER LEGAL DETAILS

These Terms, our Privacy Policy, and our Website are governed solely by and will be interpreted according to, the laws of the State of New York without giving effect to any conflicts of law rules. MACA and you both consent to the exclusive jurisdiction of the state and federal courts located in the county of New York for any disputes arising out of or concerning these Terms, our Privacy Policy, or our Website.

TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL MACA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE.

If a court finds any provision of these Terms (or our Privacy Policy) invalid or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining Terms (and Privacy Policy) shall remain in full force and effect. These Terms and our Privacy Policy constitute the entire agreement between you and MACA, superseding any other written or oral agreements or understandings.

You assume all risks for the use of MACA's Website. Neither MACA, nor any of our employees, volunteers, agents, service providers, contractors, or partners will have any liability in connection with acts or omissions by you or a third party during or after your use of the Website, or MACA's Website being unavailable to you.

You agree to defend, indemnify, and hold us harmless for damages (including speculative, indirect, or consequential damages and reasonable attorney's fees) arising out of (A) your use of MACA's Website, (B) your breach of these Terms, (C) your violation of the law, (D) claims by third parties that you are in breach of these Terms.

We cannot promise that our Website will always meet your needs or expectations, or that it will always work as we intend it to work. In other words, MACA's Website is provided on an "as is" and "as available" basis. MACA and its service providers expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the above, MACA and its service providers make no warranty that MACA will (A) meet your requirements; (B) be uninterrupted, timely, secure, or error-free; or (C) meet your expectations. These disclaimers of liability apply to all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect, or delay in operation or transmission, whether for breach of contract, tortious behavior, including negligence, or any other cause of action.

## CONTACT US

If you have any questions or concerns about these Terms of Use or the Privacy Policy, please contact: [maca2024@gmail.com](mailto:maca2024@gmail.com).