RosiesHouse.org Terms of Use

Rosie’s House: A Music Academy for Children, Inc. (“Rosie’s House”, or “we”, “us”, or “our”, as applicable) provides the website www.rosieshouse.org (the “Website”) and various charity-based resources, services, content, media, and information (the “Services”). In this “Terms of Use” document, your “use of the Website” or similar language means your accessing, downloading, visiting, or browsing the Website, sending or receiving email or other electronic communications to or from us, and other similar events or services offered in connection with the rosieshouse.org domain.

Before using the Website, you must review and agree to the Terms of Use. If you do not accept these Terms of Use, you may not use the Website.

1. Amendment to Terms of Use. We reserve the right to amend or replace these Terms of Use from time to time in our sole discretion, and will post and maintain the most recent version of these Terms of Use on the Website. We may not notify Website users or other visitors of any such amendments by e-mail or other personal contact. You are responsible for reviewing these Terms of Use upon each visit to the Website. You can determine if the Terms of Use have been revised since your last visit by referring to the “Last Modified” date at the top of this page. By continuing to use the Website, you agree to abide and be bound by any amended Terms of Use.

2. Limited Right to Use the Website; User Representations. These Terms of Use permit you to use the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) for your personal use only, and you agree not to sell, resell, share, distribute, copy, or reproduce, for any purpose, any communications from the Website.

3. User Representations; Prohibited Uses. You represent and warrant that (a) your use of the Website is legal in, and does not violate any laws, rules or regulations of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Website; (b) all information you provide to us is correct, true, accurate, complete, and non-misleading; (c) you have the legal right and ability to enter into these Terms of Use and to use the Website in accordance with these Terms of Use; and (d) your use of the Website shall be in accordance with these Terms of Use and all applicable laws, rules or regulations.
You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

- Use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries, or the United States copyright laws);
- Use the Website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of, is linked to, or facilitates the operation of any spyware, virus, Trojan horse, worm, keylogger, rootkit, or other malicious computer software;
- Conduct any systemic or automated data collection activities (including without limitation any scraping, data mining, data extraction, data harvesting, or the like) on or in relation to the Website;
- Access or interact with the Website using any robot, spider, or other automated means;
- Use data collected from the Website for any direct marketing activity, or to contact any individual, company, or other person or entity except as intended by the nature of the Website.
- Send, knowingly receive, upload, download, use or re-use any material which violates these Terms of Use;
- Impersonate or attempt to impersonate Rosie’s House, a Rosie’s House employee or volunteer, or another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- 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 Rosie’s House or users of the Website or expose them to liability;
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website; or
- Republish, redistribute, sell, rent, exploit for a commercial purpose, show in public, or sub-license any material from the Website.

4. Copyrights, Trademarks and Service Marks. Unless otherwise noted, all content and other materials on the Website are protected as the copyrights, trade dress, trademarks, and/or other intellectual property rights owned by Rosie’s House or by affiliates or other parties that have licensed
their material to Rosie’s House, or otherwise is retained by other parties as the owners of the resources, content, and information on this Website. The content of the Website is copyrighted and any unauthorized use of the Website may violate copyright, trademark, and other laws, in addition to being a material breach of these Terms of Use.

Our name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of us, our affiliates or licensors, or otherwise of the respective owners of the resources, content, and information on this Website. In particular, there are a number of proprietary logos, service marks, trademarks, and slogans of Rosie’s House (“Marks”) found on the Website. By making these Marks available on the Website, Rosie’s House is not granting you a license to use them in any fashion. Use of the Marks found on the Website by users is restricted as set forth in the Terms of Use.

The following trademarks and other marks (not listed here) are used in connection with the Website, and are the proprietary trademarks of Rosie’s House:

Rosie’s House®

Rosie’s House A Music Academy for Children®

Other than nominative or fair uses, Rosie’s House’s trademarks may be used publicly only with prior written permission from Rosie’s House. Fair use of Rosie’s House’s trademarks in advertising and promotion of Rosie’s House services requires proper acknowledgment. No Rosie’s House trademarks may be used as a hyperlink without Rosie’s House’s prior written permission. Other trademarks that may appear in connection with the resources, content, and information provided on the Website may be owned by third-parties, and should only be used with the permission of the third-parties, unless such use qualifies as Fair Use or is otherwise permitted under applicable laws.
The various trademarks used in connection with the Services represent some of the marks currently owned or controlled by Rosie’s House or under license to Rosie’s House. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all Rosie’s House worldwide proprietary ownership rights, and Rosie’s House may own or control other proprietary rights in one or more countries outside of the United States.

5. Links To Third Party Websites. The Website may provide links to other third party websites or resources, including our social media platforms, donation page or platform, and other third party websites. You acknowledge that such links and the related information and material linked or posted on the Website is provided by third parties ("Third Party Content"). Third Party Content is the sole responsibility of the third party provider. All rights in and to the Third Party Content reside with the respective third parties unless otherwise provided by Rosie’s House, and you agree that Third Party Content is subject to the same restrictions that apply to the Website. Rosie’s House disclaims all responsibility for Third Party Content and merely provides Third Party Content on the Website as information or services as a convenience to you. More specifically, Rosie’s House does not represent, support or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website by third parties. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. If you decide to access any of the third party sites linked to the Website, you acknowledge and agree that Rosie’s House is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such sites or resources. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature, and you do so entirely at your own risk. Rosie’s House reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. BY ITS NATURE, THIRD PARTY CONTENT MAY BE INACCURATE, DECEPTIVE, OFFENSIVE, HARMFUL, OR OTHERWISE INAPPROPRIATE. YOU AGREE TO EXERCISE COMMON SENSE, CAUTION AND PROPER JUDGMENT WHEN VIEWING, USING OR OTHERWISE RELYING UPON THIRD PARTY CONTENT. This paragraph shall survive the expiration or termination of this Agreement.

6. No Representations or Warranties. We make no representation or warranty of any kind with respect to the Website, or any other resources, content, information, or materials contained on or accessible through the Website. Your use of the Website is at your own and sole risk. We assume no
responsibility for errors or omissions in the resources, content, information, and materials of the Website, and make no commitment to update such resources, content, information, and materials. Your sole and exclusive remedy for issues relating to the use of, or the resources, content, information and materials on or accessible through, the Website shall be to discontinue accessing the Website and using the content so obtained.

7. Accessing the Website. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. If you wish to receive emails notifying you when new content is available from Rosie’s House, you can subscribe to such emails.

You are responsible for making all arrangements necessary for you to have access to the Website, and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them. You agree that all information you provide to this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

8. Indemnification. You agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, volunteers, consultants, agents, representatives, successors, and assigns harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, “Losses”) that constitute, or arise out of or in connection with your (a) failure to comply with any of these Terms of Use or (b) misuse of the Website. These defense and indemnification obligations will survive these Terms of Use and your misuse of the Website. We have no obligation whatsoever to indemnify, defend, or hold you harmless from any Losses resulting from, relating to, or arising out of, these Terms of Use or the Website.

ALL CLAIMS FOR ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES, ATTORNEYS’ FEES AND COSTS, OR CLAIMS FOR INTEREST, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) THAT CONSTITUTE, RELATE TO, OR ARISE OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR ACCESS TO AND/OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE, OR (II) THE USE OF ANY INFORMATION OR MATERIAL CONTAINED ON OR ACCESSED THROUGH THE WEBSITE. ROSIE’S HOUSE IS NOT RESPONSIBLE FOR ANY OF THE ACTIONS, PRODUCTS, OR SERVICES OF ITS PARTNERS OR VOLUNTEERS, AND YOU HEREBY WAIVE, DISCLAIM, AND RELEASE THE ROSIE’S HOUSE PARTIES FROM ALL CLAIMS OF ANY KIND ARISING OUT OF THE ACTIONS OF, OR PRODUCTS AND SERVICES PROVIDED BY, THIRD PARTIES AND VOLUNTEERS. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND ALL SERVICES OF ROSIE’S HOUSE ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, OUR CUMULATIVE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO $100.00 (ONE HUNDRED DOLLARS).

10. Governing Law; Dispute Resolution. These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the state of Arizona, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any cause of action by you with respect to the Website (including, but not limited to, these Terms of Use) must be instituted within one year after the cause of action arose or be forever waived and barred. You agree that any claim or dispute you may have against us arising out of or related to use of this Website must be resolved exclusively by a state or federal court located in Maricopa County, Arizona. You agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona for the purpose of litigating all such claims or disputes.

11. Severability. If any part of these Terms of Use is declared unlawful, void, or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining
12. **DMCA.** Rosie's House respects the intellectual property rights of others, and expects its users to do the same. We will, upon receiving proper notice, act to remove or disable access to any such material as set forth in the Digital Millennium Copyright Act (17 USC § 512) ([www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf)). If you believe that content hosted on or available via the Website infringes your copyright, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

   **By Mail:** DMCA Designated Agent  
   c/o Rosie's House  
   P.O. Box 13446  
   Phoenix, AZ 85002

   **By Email:** [info@rosieshouse.org](mailto:info@rosieshouse.org)

13. **General Provisions.** The failure by either party to exercise or enforce any rights or provisions of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use, including any other applicable terms and conditions or rules that govern your use of individual services, which are either incorporated herein by specific reference or posted on the Website from time to time, comprises the entire agreement between you and Rosie’s House and supersedes any and all prior agreements regarding the subject hereof. These Terms of Use are binding upon and inures to the benefit of the respective successors and assigns of the parties. These Terms of Use are solely for the benefit of Rosie’s House and you, and shall not be construed for the benefit of any third party.