



## **Our Terms of Site and Access Policy**

**([www.calegi.org](http://www.calegi.org))**

### **TERMS OF USE**

The following Terms of Use outline and informs you of your obligations when accessing and using the CALEGI website. Our Privacy Policy statement is in a separate document on this site.

#### **1. AGREEMENT BETWEEN CALEGI AND SITE USER**

The CALEGI website in all its components and pages is owned by The Caledon Group International (CALEGI) and it is offered for public access on condition of acceptance without modification and reservation of the terms, conditions, and notices contained herein. The access to and use of the website constitute agreement to all such terms, conditions, and notices.

#### **2. MODIFICATION OF THESE TERMS OF USE**

CALEGI reserves the right to change the terms, conditions, and notices under which the website is offered without any or prior notification.

#### **3. LINKS TO THIRD PARTY SITES**

CALEGI website may from time to time, contain links to other websites. CALEGI takes special care to screen organizations and groups wishing to link their websites to CALEGI. Therefore, regardless of the types and nature of the operations of such other websites, it is as always, caveat emptor. The websites in link to CALEGI are not under the control of CALEGI and CALEGI is not responsible for their contents nor is CALEGI responsible for downloads or any other form of transmission and or transactions sent to or received from any linked website. The inclusion of any link on CALEGI website does not imply endorsement by CALEGI of the website, its purpose or contents, unless so expressly and categorically stated by CALEGI and reflected as such on those other websites.

#### **4. NO UNLAWFUL OR PROHIBITED USE**

As a condition of access and use of the CALEGI website, users warrant not use the CALEGI website for any purpose that is unlawful or prohibited by these terms, conditions, and notices or by law. Users may not use the CALEGI website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website.

#### **5. USE OF COMMUNICATION SERVICES**

The CALEGI website may contain bulletin board services, chat areas, news groups, forums, personal web pages, calendars, and/or other message or communication facilities designed to enable communication with the public at large or with a defined public group. In this regard, and further in due acceptance of Section 3 above (**LINKS TO THIRD PARTY SITES**), users agree to use the Communication Services to only post, send and receive messages and material that are proper and related to the particular Communication Service. Specifically, users warrant not to post items or use any part of the CALEGI website and its Communication Services to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including but not limited to rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received and must state the fact of receipt of all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programmes that may damage the operation of CALEGI website or of those other websites and computers.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless CALEGI Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters and any form of fraudulent schemes.
- Download any file posted by CALEGI or a user of its Communication Service when such action is either expressly prohibited or it can be reasonably known, understood or verified as to the permission or legality of such an action by owners of such file(s).
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any downloaded or uploaded file(s).
- Restrict or inhibit any other user from using and enjoying the CALEGI website and or its Communication Services.
- Collect information about users, including e-mail addresses, without their consent on record.
- Violate any applicable State and Federal laws or regulations.

CALEGI has no obligation to monitor its offered Communication Services. However, CALEGI reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion and without any or prior notice. CALEGI reserves the right to terminate access by any user to its site and or to any or all of the Communication Services at any time without notice.

CALEGI reserves the right at all times to disclose any information as necessary to satisfy any applicable State and Federal law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any of external information or materials, in whole or in part, in CALEGI's sole discretion.

CALEGI does not control or endorse the content, messages or information found in any Communication Service and, therefore, CALEGI specifically disclaims any liability with regard to the Communication Services and any actions resulting from participation in any Communication Service.

Materials uploaded may be subject to posted limitations in size and volume, usage, reproduction and/or dissemination.

## **6. MATERIALS PROVIDED TO OR POSTED ON CALEGI WEBSITE**

CALEGI does not claim ownership of post/uploaded materials other than its own. However, by posting, uploading, inputting, providing or submitting materials to or through the CALEGI website, permission is implied to use such uploaded materials in connection with the operation of the activities of CALEGI as described on the website including, without limitation, the rights to: copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat the materials; and with due attribution as to the source.

No compensation will be paid by CALEGI with respect to the use of any and all uploaded materials by users, as provided herein.

CALEGI is under no obligation to post or use any uploaded materials and may remove such materials at any time in its sole discretion without any or prior notice.

## **7. LIABILITY DISCLAIMER**

The information, products, and services included in or available through the CALEGI website may include inaccuracies or typographical errors. Also, changes are periodically made and new information could be added herein. CALEGI may make improvements and/or changes in its website at any time.

To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind.

To the maximum extent permitted by law, in no event shall CALEGI be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the CALEGI website, or with the delay or inability to use the CALEGI website or related services, whether based on contract, tort, negligence, strict liability or otherwise.

If user(s) are dissatisfied with any portion of the CALEGI website, or with any of these terms of access and use, the sole and exclusive remedy is to discontinue using the CALEGI website or any or all of its services.

## **8. DISPUTE RESOLUTION.**

To the maximum extent permitted by law, this Terms of Use and Privacy Policy is governed by the applicable Federal and Florida State laws. Use of the CALEGI website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this paragraph.

If any part of this Terms of Use and Privacy Policy is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Any dispute arising out of this Agreement shall be resolved first through contact and negotiations towards resolution. In extreme cases and if attempts at settlement by negotiation will have failed, any dispute shall be submitted to arbitration in Florida, USA by a single arbitrator agreed to by both parties,. If the parties are unable on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator. The arbitrators shall rule on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

## **9. FORCE MAJEUR.**

CALEGI is not liable for any failure in performance due to causes beyond its reasonable control, including but not limited to fire, explosion, acts of God, strikes, severe storms, civil unrest, riots, acts of civil or military authority, earthquake, war, terrorism, or acts or omissions of Internet or telecommunication traffic carriers. Nevertheless and regardless of the Force Majeur, any applicable payments obligations due to CALEGI must be fulfilled.

## **10. TERMINATION / ACCESS RESTRICTION**

CALEGI reserves the right, in its sole discretion, to terminate access to the CALEGI website and to its the related services or any portion thereof at any time, without notice.

## **11. COPYRIGHT NOTICES**

The content of the CALEGI website is copyrighted and all rights are reserved. No part of it may be reproduced in any form including digital and print for any commercial purpose without the expressed written consent and approval of CALEGI.

## **12. CONTACT INFORMATION**

Comments and questions regarding this Terms of Use and Privacy Policy should be directed to: calegiconsultants@gmail.com

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