# **You Have A Village Terms and Conditions**

**NOTICE**

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911 ON YOUR TELEPHONE. WE DO NOT PROVIDE EMERGENCY SERVICES.**

**IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS OR IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. PLEASE SEEK IMMEDIATE IN-PERSON ASSISTANCE. THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES. NEITHER YHAV NOR THE MODERATORS CAN PROVIDE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES.**

**AGREEMENT**

1. **The Terms and Conditions**
   1. The following are the Terms and Conditions (the “Terms”) that govern your access to and use of the online platform (the “Platform”) and the services provided through the Platform (the “Services”). This document is a binding agreement – a contract – that defines your rights, obligations, and restrictions regarding your use of the Platform and the Services. You must read these Terms carefully before starting to use the Platform or the Services.
   2. To use the Platform and access the Services, you must indicate that you understand and agree to these Terms by typing your name at the end of this form. You are prohibited from using or accessing the Platform or the Services if you do not agree to be bound by every term and condition of these Terms. If at any point in the future you no longer agree to be bound by these Terms, you must discontinue using the Platform and the Services immediately. You hereby acknowledge that your continued use of the Platform or the Services shall be construed as a statement of your continued agreement to be bound by these Terms (as may be modified from time to time).
   3. When the terms “we”, “us”, “our” or similar are used in this document, they refer to any company that owns and operates the Platform (the “Company”). When the terms “user” or “users” are used herein, they refer to all users of the Platform or the Services, including yourself.
   4. The Platform or the Services may be provided or made accessible through multiple websites or applications whether owned and/or operated by us or by third parties, including, without limitation, the website youhaveavillage.com and any related apps, in YHAV’s sole discretion. Your agreement to these Terms will apply to any such arrangement.
   5. YHAV may modify the Terms from time to time and each modification will be effective when it is posted on youhaveavillage.com. You agree to be bound to any changes to the Terms through your continued use of the Platform or the Services.
2. **Not Healthcare**
   1. ***YHAV IS NOT A LICENSED MENTAL HEALTH CARE PROVIDER.***
   2. ***The Platform and the Services are not intended to be, shall not be considered to be, and shall not be used or relied on as, the provision or practice of any form of healthcare (including without limitation medical, behavioral, and mental healthcare). By agreeing to these Terms, you expressly agree that you will not consider the Platform or the Services to be the practice or provision of healthcare, and will not use the Platform or the Services for those purposes. If you wish to obtain medical or other healthcare advice, diagnosis, or treatment, you agree to contact a qualified licensed healthcare professional.***
   3. The Platform and the Services are not intended for the provision of clinical diagnosis requiring an in-person evaluation and you must not use it for the purpose of obtaining any official documentation or approvals related to issues such as court-ordered counseling or emotional service dog certification. It is also not intended for any information regarding which drugs or medical treatment may be appropriate for you, and you should disregard any such advice if delivered through the platform.
   4. Do not disregard, avoid, or delay in obtaining in-person care from your doctor or other qualified professional because of the Services or any information you received through **the platform.**
   5. The Platform is not offered by or on behalf of a covered entity under HIPAA, nor are we collecting information under HIPAA. You acknowledge that HIPAA will not apply to any information that you share in the Platform or with YHAV.
3. **Eligibility for Our Service**
   1. By using the Platform, you represent and warrant that you have attained the age of majority where you reside (18 years of age in most jurisdictions) and are in all ways competent and capable of entering into binding contracts including these Terms.
   2. If you become aware that anyone under the age of majority is using the Platform or the Services, please contact YHAV immediately at info@youhaveavillage.com.
4. **Parent Coaching and Support Group Services**
   1. The Platform may be used to connect you with a Parent Coach and/or Parent Support Group Moderator (“Moderator”) who will provide Services.
   2. Moderators are required not to provide any diagnosis, medical or healthcare advice, or prescribe medication. Although they have mental health training, they are not acting in the capacity of a mental health professional. There is no counselor/therapist-patient relationship between you and the Moderators. If you become aware of any Moderator violating this rule, please contact YHAV immediately at info@youhaveavillage.com
   3. Y**ou understand and acknowledge that the Services do not constitute therapy, treatment, or counseling for any diagnosed or undiagnosed or suspected mental, emotional, or physical disorder, and you hereby agree that you will not consider or rely on it as such.**
   4. The Moderators are independent providers who are neither our employees nor agents nor representatives.
   5. From time to time, the Platform may make other professionals available to you as presenters, speakers, or participants. These other professionals may include but are not limited to attorneys; occupational, physical, or speech-language therapists; advocates; nutritionists; and behaviorists. They are neither our employees nor agents. No information that these individuals or any other individual share through the Platform should be construed as legal, medical, technical, or professional advice, and you hereby agree that you will not consider or rely on it as such. If legal advice or other expert assistance is needed, the services of a competent professional person should be sought.
   6. Although we strive to provide accurate general information, the information presented in the Platform is not a substitute for any professional counseling; medical, mental, or behavioral healthcare consultation or services; legal advice; or any other formal professional advice or service, and you should not rely solely on this information. The information that you may receive on the Platform is not guaranteed to be correct, complete, or current. It is presented only for informational and educational purposes. Always consult a professional in your area for your particular needs and circumstances in order to establish a therapist-client relationship (or a similar relationship with another professional, including but not limited to the roles enumerated above) and receive professional help.
5. **Privacy and Security**
   1. Protecting and safeguarding any information you provide through the Platform is extremely important to us.
   2. In addition to these Terms, we have adopted a Privacy Policy, to which you will also be required to agree before using the Platform or the Services. Please read the Privacy Policy carefully for information relating to our privacy practices, our security practices, and the collection, use, and disclosure of your personal information.
   3. BY AGREEING TO THESE TERMS AND/OR BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS AND CONDITIONS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THESE TERMS. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THESE TERMS ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.
6. **Third Party Content**
   1. The Platform may contain other content, products or services which are offered or provided by third parties (“Third Party Content”), links to Third Party Content (including but not limited to links to other websites), or advertisements that are related to Third Party Content.
   2. You hereby agree that YHAV shall bear no responsibility for such Third Party Content, including (but not limited to) any related products, practices, terms, or policies, and YHAV will not be liable for any damage or loss caused by any Third Party Content.
7. **Disclaimer of Warranty and Limitation of Liability**
   1. YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE PLATFORM OR THE SERVICES, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY PARENT COACH AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.
   2. YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.
   3. YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.  
      YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THESE TERMS AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU THROUGH THE PLATFORM IN THE 3 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.
   4. If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.
   5. This Section 7 shall survive the termination or expiration of these Terms.
8. **Your Account, Representations, Conduct, and Commitments**
   1. You hereby confirm that you are legally able to consent to use the Platform and receive the Services and that you are legally able to enter into a contract.
   2. You hereby represent, warrant, and covenant that all the information that you provide in or through the Platform at any time is accurate, true, current and complete. Furthermore, you represent, warrant, and covenant that you will make sure to maintain and update this information so it will continue to be accurate, true, current, and complete.
   3. You acknowledge and agree that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively “Account Access”). We advise you to change your password frequently and to take extra care in safeguarding your password.You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.
   4. You agree that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge. You agree that you are solely and fully liable and responsible for all activities performed using your Account Access. You further agree that you will be liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.
   5. You agree not to use the account or Account Access of any other person for any reason. You agree that your use of the Platform, including the Services, is for your own personal use only and that you are not using the Platform or the Services for or behalf of any other person or organization.
   6. You agree not to:
      1. Interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Platform’s systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.
      2. Use the Platform or the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform or the Services, including their ability to engage in real time activities through the Platform or the Services.
      3. Use any robot, spider, or other automatic device, process, or means to access the Platform or the Services for any purpose, including monitoring or copying any of the material contained therein.
      4. Use any manual process to monitor or copy any of the material on or in the Platform or the Services without our prior written consent.
      5. Use any device, software, or routine that interferes with the proper working of the Platform or the Services.
      6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform or the Services, the server(s) on which they are stored, or any server, computer, or database connected to the Platform or the Services.
      7. Attack YHAV, the Platform, or the Services via a denial-of-service attack or a distributed denial-of-service attack.
      8. Otherwise attempt to interfere with the proper working of the Platform or the Services.
   7. You agree not to use the Platform to the post, send, or deliver any of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy-invading, abusive, threatening, vulgar, obscene, racist, or potentially harmful content; (d) any content that infringes a third-party right including without limitation intellectual property rights; (e) any content that may cause damage to a third party; or (f) any content which may constitute, cause, or encourage a criminal action or violate any applicable law.
   8. You agree and commit not to violate any applicable local, state, national, or international law, statute, ordinance, rule, regulation, or ethical code in relation to your use of the Platform and your relationship with the Moderators and us.  
      If you receive any file from us or from a Moderator, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.
   9. You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs, or expenses including, but not limited to, reasonable attorneys’ fees and expenses (collectively, “Losses”) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of these Terms; (d) non-payment for use of the Platform or the Services; (e) your violation of any third-party right, including without limitation any rights of, in, or to intellectual property, publicity, confidentiality, property, or privacy. This clause shall survive expiration or termination of these Terms.
   10. You confirm and agree to use only credit cards or other payment means (collectively, “Payment Means”) that you are duly and fully authorized to use, and that all payment-related information that you have provided and will provide in the future, to or through the Platform, is accurate, current, and correct and will continue to be accurate, current and correct.
   11. You agree to pay all fees and charges associated with your Account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your Account information.
   12. If you have any concerns about a bill or a payment, please contact us immediately by sending an email to info@youhaveavillage.com. We will evaluate your issue on a case by case basis and, at our discretion, take steps to resolve any issue, including but not limited to helping you find a new Parent Coach, extending your subscription at no cost to you, and issuing partial or full refunds when applicable.
9. **Modifications, Termination, Interruption, and Disruptions to the Platform or the Services**
   1. You acknowledge and agree that we may modify, suspend, disrupt, or discontinue the Platform or the Services, any part of the Platform or the Services, or the use of the Platform or the Services, whether to all clients or to you specifically, at any time with or without notice to you. You agree that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.
   2. The availability and usability of the Platform and the Services depend on various factors such as software, hardware, and related tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Platform’s reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and so we cannot and do not guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely, or error-free at all times.
10. **License and Intellectual Property** 
    1. YHAV grants you a single, non-exclusive, non-transferable, and limited personal license to access and use the Platform and the Services. This license is conditioned on your continued compliance with these Terms. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform or the Services, any updates thereto, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Platform or the Services, if any).
    2. The Platform, the Services, and their 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), are owned by YHAV, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
    3. These Terms permit you to use the Platform and the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on or in the Platform or the Services including without limitation any text, illustrations, photographs, graphics, video, or audio sequences (collectively, “Content”), except as follows:
       1. Your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
       2. You may store files that are automatically cached by your Web browser for display enhancement purposes.
       3. You may make use of your User Content, including reproducing it and disclosing it to friends and family at your discretion, but only for non-commercial uses.
    4. You must not:
       1. Modify copies of any materials from the Platform or the Services.
       2. Use any content from the Platform or the Services in any context except within the Platform or the Services, respectively.
       3. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Platform or the Services.
       4. You must not access or use for any purposes, commercial or otherwise, any part of the Platform, the Services, or any materials available through the Platform or the Services, except for the intended purposes as described in these Terms.
       5. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform or the Services except as expressly permitted by the Terms, your right to use the Platform and the Services will cease immediately. No right, title, or interest in or to the Platform or the Services, or any content contained therein, is transferred to you, and all rights not expressly granted are reserved by YHAV. Any use of the Platform or the Services that is not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.
    5. Trademarks
       1. “You Have a Village,” “YHAV,” the YHAV logo(s), and all related names, logos, product and service names, designs, and slogans are trademarks of YHAV or its affiliates or licensors. You must not use such marks without the prior written permission of YHAV. All other names, logos, product and service names, designs, and slogans on the Platform or the Services are the trademarks of their respective owners.
11. **Notices**
    1. We may provide notices or other communications to you regarding these Terms or any aspect of the Platform, by email to the email address that we have on record, by regular mail, or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to info@youhaveavillage.com.
12. **Miscellaneous**
    1. These Terms and our relationship with you shall both be interpreted solely in accordance with the laws of the State of Delaware excluding any rules governing choice of laws.
    2. *Dispute Resolution*. Any dispute or controversy arising under this Agreement that cannot be resolved informally shall be resolved exclusively through final and binding arbitration, held in the Commonwealth of Massachusetts, before an arbitrator mutually selected by the parties, with each party to bear its own costs and attorneys’ fees (unless otherwise determined by the arbitrator). If the parties are unable to agree upon an arbitrator within fourteen (14) days after either party has made a demand for arbitration, the matter shall be submitted to the Alternative Dispute Resolution Service of the American Health Lawyers Association, whose decision shall be final and binding and whose judgment may be entered by any court having competent jurisdiction. Notwithstanding the forgoing, YHAV shall have the right to pursue its equitable and legal remedies in state or federal court in the event of any dispute. You hereby submit to the jurisdiction of the federal and state courts in the Commonwealth of Massachusetts for any such litigation.
    3. THESE TERMS, ALONG WITH THE PRIVACY POLICY AND ANY OTHER DOCUMENT INCORPORATED HEREIN OR THEREIN BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THESE TERMS OR THE PRIVACY POLICY.
    4. We may change these Terms by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of these Terms frequently. The last update date of these Terms is posted at the bottom of these Terms. By using the Platform after the changes become effective, you agree to be bound by such changes to these Terms. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.
    5. We may freely transfer or assign these Terms or any of its obligations hereunder.  
       The paragraph headings in these Terms are solely for the sake of convenience and will not be applied in the interpretation of these Terms.
    6. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect.
    7. For the avoidance of any doubt: All clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of these Terms.
13. **Subscription Plans and Terms**
    1. YHAV offers several-automatically renewable and payable subscription plans (the “Subscription Plans”) for our users. The features, subscriber rights, terms, and prices of these Subscription Plans may change from time to time. The most current descriptions and prices may be found at [www.youhaveavillage.com](http://www.youhaveavilage.com).
    2. By completing your registration for a Subscription Plan, you authorize YHAV or its secure third-party payment processor to charge your payment method on a recurring basis (e.g. monthly or for six (6) months) for: (i) the applicable Subscription Plan charges; (ii) any and all applicable taxes; and (iii) any other charges incurred in connection with customer’s use of the YHAV services. The authorization continues through the subscription term, and any renewal term, until the subscriber cancels the Subscription Plan.
    3. By purchasing a Subscription Plan, you expressly acknowledge and agree that (i) your subscription has an initial and recurring payment feature, and YHAV (or our third party payment processor) is authorized to automatically charge your payment method at the then-current Subscription Plan rate for your subscription period as long as your subscription continues, and (ii) your Subscription Plan is continuous and will be automatically extended for successive subscription periods until you cancel it.
    4. You may cancel your Subscription Plan at any time by logging into your account or emailing us at [info@youhaveavillage.com](mailto:info@youhaveavillage.com) and following the instructions, if any, that we provide you in response to your cancellation request. If you cancel, you will not be entitled to a refund for your last payment and you may use your Subscription Plan until the end of your then-current paid-up subscription term, at which time it will expire.
    5. YHAV may submit periodic charges without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your Payment Means. Such notice will not affect charges submitted before YHAV reasonably could act.
    6. In the event that you cancel your Subscription Plan, please note that we may still send you promotional communications about YHAV unless you opt out of receiving those communications by following the “unsubscribe” instructions provided therein.
14. **Orders**
    1. Your subscription order constitutes an offer to purchase the selected Subscription Plan.
    2. We reserve the right at any time to accept or decline any order or partial order. We reserve the right to cancel your order at any time before it has been accepted and we may rescind the acceptance and cancel your order where there has been an obvious error in price or where the selected Subscription Plan is no longer available.
15. **Prices**
    1. All prices displayed in our Services are in U.S. Dollars unless otherwise indicated.
    2. All applicable taxes, VAT, and other charges are additional and your responsibility.
    3. We reserve the right in our sole discretion to change prices at any time and without notice.
16. **Payment**
    1. By providing YHAV with your Payment Means, you authorize YHAV and/or our payment gateway partners to retain your Payment Means securely in our files, and to charge you for purchases or renewals of the relevant Subscription Plan(s) using the secure third-party payment processor that we select. Our payment gateway partners use secure servers with state-of-the-art encryption and secure sockets layer (SSL) technology for the transfer of credit card information. Additionally, we have security measures in place to protect and to restrict access to our customer database.
    2. Your use of our secure third-party payment processing service is subject to the terms and conditions and privacy policy of the third-party payment processing service.
    3. You agree to keep all information about your payment method current. If you tell us to stop using your payment method and we no longer receive payment from you, we may cancel your account and subscription. Your notice to us will not affect charges to your account before we reasonably could act on your request.
    4. You agree that we may charge you, and you will pay to YHAV, any fee or penalty that is assessed or charged to us for a “chargeback” resulting from a failure or refusal of your selected method of payment to make a required payment. This payment shall be refunded to you in the event that your selected method of payment resolves this dispute in your favor.
17. **User Content Rights and Related Responsibilities; License**
    1. YHAV may now or in the future provide areas of the Platform to display User Content. User Content may be accessible to other users or the public. The following terms apply to such User Content.
    2. “User Content” means, without limitation, any messages, chat content, texts, reviews, digital files, images, photos, personal profile (including your photo), artwork, videos, audio, comments, feedback, suggestions, documents, and any other content you upload, transmit, or otherwise make available to YHAV and its users via the Platform or the Services. You represent and warrant that you own or otherwise control the rights to your User Content and that each and every part thereof is an original work by you, or that you have obtained all rights, licenses, consents, and permissions necessary in order to use the User Content and each and every part thereof at any and all times. You further agree to indemnify, defend, and hold harmless YHAV and its affiliates for all Losses arising from or in connection with any claims to any rights in your User Content or otherwise arising from your User Content.
    3. ‍**USER CONTENT IS NOT CONSIDERED TO BE CONFIDENTIAL. YOU AGREE NOT TO SUBMIT USER CONTENT IN WHICH YOU HAVE ANY EXPECTATION OF PRIVACY OR THAT CONTAINS ANY PERSONALLY IDENTIFIABLE INFORMATION AS USER CONTENT.**
    4. By submitting User Content on or through the Platform or the Services, you grant YHAV a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon, and publicly perform such User Content without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes, and in any and all media now known or hereafter devised.
    5. In order for us to provide the Platform and the Services to you, we require that you grant us certain rights with respect to User Content, including the ability to transmit, manipulate, process, store and copy User Content in order to provide our Services. You hereby consent to YHAV doing so, and grant YHAV any rights necessary to provide the Platform and the Services to you.
    6. You acknowledge and agree that any User Content you submit to or through the Platform and the Services may be viewed by other users, any person visiting or participating in the Platform and the Services, and by the public in general.
    7. You are solely responsible for your User Content, including, without limitation, reviews, comments, and feedback, and you agree to indemnify YHAV for all Losses resulting therefrom.
    8. YHAV may block, delete, remove, or return any User Content at any time for any reason whatsoever, or for no reason at all. We are not responsible for the authenticity, accuracy, completeness, appropriateness, or legality of User Content.
    9. You represent and warrant that all information that you submit is authentic, accurate, and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading, or false.
    10. YHAV has no control over User Content once posted, and it is possible that viewers of your User Content may copy it and repost it elsewhere.
    11. YHAV does not investigate any posted user comments, suggestions, advice, instructions or feedback for accuracy or truth. Users may be held legally responsible for damages suffered by other users or third parties as a result of their comments if they are legally actionable or defamatory.
    12. You agree that YHAV is not legally responsible for any comments posted or made available on our Services by any users or third parties, even if that information is defamatory or otherwise legally actionable. YHAV reserves the right to remove user comments or information that, in our sole judgment, violates these Terms or negatively affects the Platform or the Services.
    13. You agree not to post, transmit, or upload through, on, in, or as part of the Platform or the Services, or transmit directly to any Moderator, any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material. The following list includes, without limitation, some examples of the things you may not do:
        1. Impersonate any person or entity.
        2. Stalk, harass, defame, abuse, bully, threaten, or otherwise violate the legal rights of others.
        3. Harass or intimidate, or advocate for the harassment or intimidation of, another person.
        4. Promote information that is false or misleading.
        5. Promote illegal activities.
        6. Promote conduct that is defamatory, libelous, or otherwise objectionable.
        7. Promote violence, racism, bigotry, hatred, or physical harm of any kind against any group or individual.
        8. Transmit anything that exploits children or minors.
        9. Solicit personal information from anyone.
        10. Use the Platform or the Services in an illegal manner or to commit an illegal act.
        11. Transmit, upload, or use any material that contains software viruses or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware.
        12. Transmit any content that contains video, audio, or images of another person without their permission or that of their legal guardian.
        13. Promote material that exploits people in a sexual, pornographic, or violent manner.
        14. Provide instructional information about illegal activities.
        15. Promote commercial activities including without limitation sales, contests, sweepstakes, barter, advertising, and business offers.
18. **Electronic Signatures**
    1. You agree to be bound by any affirmance, assent, or agreement that you transmit YHAV, including but not limited to any consent you give to receive communications from YHAV solely through electronic transmission.
    2. You agree that, when now or in the future you type your name, initials, or other chosen “signature” into an electronic signature box, or when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field in the Terms, the Privacy Policy, the Platform, or the Services, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Last Updated: November 13, 2020

**If you are in a crisis or any other person may be in danger - don’t use this site. Please contact us for** [**resources**](https://drive.google.com/a/youhaveavillage.com/open?id=1lOCekT-Gfec7A8RpJJm5bwvvLfrLjSEZqCKDyRObiKc) **that can provide you with immediate help.**