Terms of Service

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# **Agreement to Terms**. By using our Site, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Site.

# **Privacy Notice**. Please review our Privacy Notice, which also governs your use of the Site, for information on how we collect, use and share your information.

# **Changes to these Terms or the Site**. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site or may also send other communications. If you continue to use the Site after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Site anymore. We may make changes to or discontinue the Site at any time and without notice, at our sole discretion.

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# **General Prohibitions**. You agree not to do any of the following:

## Use, display, mirror or frame the Site or any individual element within the Site, Batalá New York’s name, any Batalá New York trademark, logo, images or other proprietary information, or the layout and design of any page or form contained on a page, without Batalá New York’s express written consent;

## Modify, reproduce, download, capture, publicly display, perform, distribute, use for any public purpose or create a derivative work of the Site or any individual element within the Site;

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## Attempt to probe, scan or test the vulnerability of any Batalá New York system or network or breach any security or authentication measures;

## Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;

## Impersonate or misrepresent your affiliation with any person or entity;

## Use the Site or any content therein to defame, intimidate, annoy or otherwise cause nuisance or breach the rights of any person; or

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## **License to User Submissions.** Nothing in these Terms will restrict any claim of ownership you have in User Submissions other than Feedback (as defined below). By submitting User Submissions through the Site, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Batalá New York a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to all rights in your User Submissions (including without limitation the right to use, copy, modify, and create derivative works based upon your User Submissions) in connection with operating and providing the Site as permitted under this Agreement, contacting you, providing consultative services to you, or preparing proposals for such services. You acknowledge and agree that the Site may collect, analyze and use User Submissions, including data that has been anonymized, aggregated or derived from User Submissions, as well as data about your access and use of the Site, for the purpose of providing, operating, analyzing, and improving the Site.

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# **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in the Kings County, and you and Batalá New York each waive any objection to jurisdiction and venue in such courts.

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## Waiver of Rights. Batalá New York’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Batalá New York. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

# **Contact Information.** If you have any questions about these Terms or the Site, please contact Batalá New York at hello@batalanewyork.org