

The Luc Cochran Foundation (TLCF) Terms of Service

Effective Date: 9/12/2024

Last Updated: 11/12/2024

Welcome to The Luc Cochran Foundation (TLCF). By accessing or using any of TLCF's services, platforms, websites, or mobile apps (hereinafter referred to as "Services"), you (the "User") agree to comply with and be bound by the following Terms of Service ("Terms"). These Terms govern your use of our Services, including but not limited to our educational programs, volunteer activities, fundraising initiatives, and other offerings. If you do not agree with these Terms, you must refrain from using our Services.

1. General Terms

By accessing or using any of TLCF's Services, you agree to:

- Comply with all applicable local, state, and federal laws and regulations.
- Respect TLCF's mission, values, and Code of Conduct.
- Be responsible for any content you submit, including comments, images, videos, and other contributions.
- Notify TLCF immediately if you become aware of any unauthorized use of your account or personal information.

2. Services Provided

TLCF offers a range of services and programs, including but not limited to:

- **Educational Support:** Tutoring, mentorship, and job readiness programs.
- **Fundraising:** Donations, events, and campaigns to support our initiatives.
- **Volunteer Opportunities:** Engaging community members in supporting our mission.
- **Partnerships:** Collaboration with organizations and individuals that align with TLCF's objectives.

3. User Responsibilities

As a User of TLCF's Services, you are expected to:

- Provide accurate, current, and complete information when registering or interacting with our Services.
- Use our Services only for lawful purposes and in accordance with TLCF's mission of fostering education and community support.
- Respect the rights of other users, volunteers, participants, and staff members.
- Not engage in any activities that would disrupt or damage TLCF's Services or its systems, including hacking, uploading malware, or using abusive language.

The Luc Cochran Foundation (TLCF) Terms of Service

4. Prohibited Conduct

TLCF prohibits the following actions:

- **Harassment or Abuse:** Verbal abuse, bullying, or intimidation of other users or staff members.
- **Discrimination:** Any form of discrimination based on race, gender, religion, sexual orientation, disability, or any other protected characteristic.
- **Illegal Activity:** Engaging in or promoting illegal activities, including theft, fraud, and unauthorized access to personal data.
- **Offensive Content:** Sharing content that is harmful, offensive, or obscene, including hate speech, graphic violence, pornography, or anything that violates our values.

5. Privacy and Data Protection

TLCF is committed to protecting your privacy and the confidentiality of your personal data. When you use our Services, we may collect, store, and process personal information as outlined in our **Privacy Policy**. By using our Services, you consent to the collection and processing of your personal information in accordance with our Privacy Policy.

6. Fees, Donations, and Payments

Certain services, such as educational programs or events, may require payment. By using these services, you agree to pay the relevant fees. In addition, donations to TLCF are accepted for various programs and initiatives, and you agree to make such donations in good faith. Payments will be processed in accordance with the payment methods outlined on our website, and any donation processing fees may apply.

- **Refund Policy:** Donations are non-refundable unless otherwise specified. Service fees for programs or events may be refunded on a case-by-case basis at the discretion of TLCF.
- **Late Payments:** If any fees for services are not paid on time, access to the associated service or program may be suspended until payment is received.

7. Termination of Access

TLCF reserves the right to suspend or terminate your access to its Services, with or without notice, if:

- You violate any of the provisions outlined in these Terms.
- Your conduct is harmful to the organization, its mission, or its stakeholders.
- You engage in fraudulent or unlawful activities.

The Luc Cochran Foundation (TLCF) Terms of Service

In the event of termination, your obligations under these Terms will survive, including but not limited to payment obligations, indemnity provisions, and dispute resolution procedures.

8. Dispute Resolution and Arbitration

Mandatory Arbitration: Any disputes or claims arising out of or in connection with these Terms or your use of TLCF's Services must be resolved through binding arbitration. Arbitration will take place outside of court and will be governed by the rules of a mutually agreed-upon arbitration service.

- **No Class Actions:** Claims must be brought individually, and you agree not to participate in any class action or collective action against TLCF.
- **Location:** The arbitration will take place in the jurisdiction of the state of Georgia, USA, regardless of where you reside or where the dispute arises.
- **Limitations on Claims:** Any claims against TLCF will be limited to the amount you have paid for the specific services or programs directly related to the claim, and you agree that no claim for punitive damages or any other form of collective or class relief will be pursued.

Arbitration Fees: You, the User, are solely responsible for paying all fees and costs associated with initiating and conducting arbitration. TLCF will not bear any portion of the costs related to arbitration. You understand that any claims you bring against TLCF will require you to cover the full costs of arbitration, including any applicable filing fees, administrative costs, and the fees for the arbitrator(s). By accepting these Terms, you acknowledge that you bear the full responsibility for arbitration costs in the event of a dispute.

By using our Services, you acknowledge that you are waiving your right to a jury trial or to participate in a class action lawsuit.

9. Indemnification

You agree to indemnify, defend, and hold harmless TLCF, its officers, directors, employees, agents, and affiliates from any and all claims, damages, liabilities, and expenses (including attorney's fees) arising out of your use of the Services, your violation of these Terms, or your infringement of the rights of another party.

10. Limitation of Liability

To the fullest extent permitted by law, TLCF's liability to you for any claims, damages, or losses arising out of or related to the use of its Services is limited to the total amount of fees paid by you for the specific services or programs in question. TLCF will not be liable for any indirect, incidental, special, or consequential damages, including loss of profits, arising from your use of our Services.

The Luc Cochran Foundation (TLCF) Terms of Service

11. Intellectual Property

All content on TLCF's websites, mobile apps, and platforms, including but not limited to text, graphics, logos, images, videos, and software, are the property of TLCF and are protected by copyright and intellectual property laws. Users are granted a limited, non-transferable license to access and use the content for personal, non-commercial purposes only.

12. Modification of Terms

TLCF reserves the right to modify, amend, or update these Terms at any time. Any changes will be posted on our website with the updated date. You are responsible for reviewing these Terms regularly. Continued use of TLCF's Services after any changes to the Terms constitutes your acceptance of those changes.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of Georgia, USA, without regard to its conflict of laws principles.

14. Contact Information

If you have any questions or concerns about these Terms of Service, please contact us at:
The Luc Cochran Foundation
Email: hi@luccares.org
Phone: 770-678-1667

By accessing or using TLCF's Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service.