Terms of Use

This Terms of Use statement (the “Terms of Use” or the “Terms”) applies only to the website at www.overcomingobstacles.org (the “Website”). The Website is owned and operated by Community for Education Foundation, Inc. (DBA Overcoming Obstacles) (“Overcoming Obstacles”).

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By accessing and using the Website or by clicking a box that states that you accept and agree to the Terms, you represent that you have read, understood, accept, and agree to be bound by the Terms. If you do not understand the Terms or do not agree to be bound by the Terms, including our Privacy Policy, which is incorporated by reference into the Terms of Use, or are not legally competent to enter into contracts, you are not authorized to use the Website and must leave the Website. Please read our Privacy Policy for complete information relating to the collection and use of your personal information.

Changes and Updates

Overcoming Obstacles may at any time, in its sole discretion, add to, amend, modify, or delete any of the Terms of Use. The Terms of Use and each revision thereof are effective when posted on the Website. In addition to posting the revised Terms of Use, Overcoming Obstacles may notify you of material changes to the Terms by taking other actions, such as displaying a notice on the Website stating that Overcoming Obstacles has posted new Terms of Use containing a material change in the terms under which Overcoming Obstacles offers the Website. However, Overcoming Obstacles has no obligation to take any action with respect to any change in the Terms other than posting the revised Terms of Use. Your continued use of the Website constitutes your acceptance of changes to the Terms of Use, whether or not Overcoming Obstacles has taken any action in addition to posting the revised Terms. The effective date, posted at the bottom of this page, indicates when Overcoming Obstacles made the latest changes to the Terms.

Overcoming Obstacles’ Intellectual Property Rights

All of the content and functionality of the Website, including, without limitation, all information, materials, images, graphics, video recordings, audio recordings, software, photographs, articles, and text and the selection, coordination, and arrangement of all of the foregoing (collectively, the “Materials”) are the property of Overcoming Obstacles or its suppliers and are protected by United States and international laws protecting trademarks, service marks, trade names, logos, and other identifications of source (collectively, “Trademarks”), copyrights, patents, trade secrets, and other intellectual or proprietary rights. All Trademarks used on the Website are the property of their respective owners. Overcoming Obstacles owns or has the right to use all marks that are used on the Website. OVERCOMING OBSTACLES and the interlocking circles logo are registered trademarks of Overcoming Obstacles. Nothing in the Terms or on the Website will be construed as granting, by implication, estoppel, or otherwise, any license, right, or permission to use any Trademark displayed in the Materials without the owner’s prior written permission. Unauthorized use of any Trademark displayed in the Materials in any manner is strictly prohibited.
License to Use the Website

Overcoming Obstacles grants to each user of the Website a freely revocable, worldwide, royalty-free, non-transferable, non-assignable, non-sublicensable, non-exclusive license to access the Website and use the Materials only for uses that are non-commercial, educational, and lawful and only in accord with the Terms of Use (the “Website License”). You agree that, without Overcoming Obstacles’ prior written permission, you may not and will not use, reproduce, distribute, modify, create adaptations or derivative works of, publicly display, publicly perform, or in any other way exploit the Materials except, in each case, as expressly provided in the Terms of Use.

Under the Website License, you may temporarily store copies of the Materials in random access memory incidental to your accessing and viewing of the Materials, and you may store files that are automatically cached by your web browser for display enhancement purposes. You may not:

1. modify or copy the Materials, except as permitted below with respect to the Curriculum (as defined below);
2. use the Materials for any commercial or unlawful purpose;
3. attempt to decompile or reverse engineer the Materials;
4. remove any copyright, trademark, or other proprietary notations from the Materials;
5. interfere or attempt to interfere with the proper functioning of the Website, including, without limitation, by introducing any viruses or other harmful components or materials, attempting to gain unauthorized access to the Website or any equipment used to provide the Website, or using any automatic device, process, or means to access the Website for any purpose; or
6. “mirror” the Materials on any other server, except with the prior written permission of Overcoming Obstacles.

This is the grant of a license, not a transfer of title. Without notice or liability, Overcoming Obstacles may terminate the Website License at any time, and it may restrict your access to parts of or to the entire Website. In addition, your use of the Materials other than as set out in the Terms is a breach of the Terms and may violate copyright, Trademark, and other laws and will immediately terminate the Website License that Overcoming Obstacles has granted to you. Upon termination of the Website License for any reason, you will no longer have the right to access the Website and use the Materials and you must destroy any Materials in your possession in whatever format.

The Curriculum

Among the Materials is Overcoming Obstacles’ proprietary copyrighted work known as the Overcoming Obstacles Life Skills Education Program, consisting of curricula, lessons, activity
sheets, pacing plans, handbooks, Snapshots, and related documents and materials, whether in English or any other language (collectively, the “Curriculum”). You may access and use the Curriculum only in accordance with the Terms of Use.

The Curriculum License

Overcoming Obstacles grants to all users of the Website a freely revocable, worldwide, royalty-free, non-transferable, non-assignable, non-sublicensable, non-exclusive license to use the Curriculum only for uses that are non-commercial, educational, and lawful and only in accord with the Terms of Use (the “Curriculum License”).

Except as provided in this paragraph, you shall not reproduce, store in a retrieval system, distribute, publicly perform, or publicly display any part of the Curriculum, in each case in any form or by any means (including, without limitation, photocopying, recording, or any other electronic or mechanical means or otherwise). Any use of the Curriculum other than as explicitly permitted herein requires Overcoming Obstacles’ prior written permission, which Overcoming Obstacles may grant or withhold in its discretion. The Curriculum License permits you to display and perform the Curriculum publicly in teaching the Curriculum and to: (i) reproduce and distribute copies of activity sheets to students, so long as such copies contain the Overcoming Obstacles logo and copyright notice, and (ii) download a copy of the Curriculum and print pages from the Curriculum for your personal use. You may provide a copy of a small number of pages of the Curriculum to another individual for an educational purpose. Other than such de minimis reproduction and distribution, you shall not provide a copy or copies of the Curriculum, or any part thereof (including, without limitation, student activity sheets) to any individual who is responsible for, or interested in, presenting the Curriculum, and you shall, instead, inform any such possible presenter of the availability of the Curriculum through the Website.

Registered Curriculum Users

In addition to the rights granted to users in the Curriculum License, Overcoming Obstacles grants to users who register for a free account on the Website (“Registered Curriculum Users”) a freely revocable, worldwide, royalty-free, non-transferable, non-assignable, non-sublicensable, non-exclusive license to modify certain portions of the Curriculum through the My Overcoming Obstacles Platform.

If you modify any portion of the Curriculum and grant to Overcoming Obstacles the right to share your modifications with other users (by checking the box that says “Allow Overcoming Obstacles to share this with the community”), you are granting to Overcoming Obstacles an irrevocable, worldwide, royalty-free, transferable, assignable, sublicensable, non-exclusive license to incorporate your modifications into the Curriculum and to reproduce, distribute, modify, create adaptations or derivative works of, publicly display, publicly perform, and otherwise exploit your modifications.

Please be aware that Overcoming Obstacles will have access to all Materials that Registered Curriculum Users have modified. It is the responsibility of each Registered Curriculum User to ensure that no portion of a modification is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties.
All information that you provide to register for a free account must be accurate, current, and complete. You may create only one account.

**Restrictions on all users of the Curriculum**

No user of the Curriculum, whether or not a Registered Curriculum User, shall, directly or indirectly: (i) charge a fee for the explicit purpose of teaching or presenting the Curriculum to anyone, or (ii) sell the Curriculum, or any part thereof, to anyone.

Overcoming Obstacles grants users of the Curriculum only a non-exclusive license as expressly set forth herein. Overcoming Obstacles does not grant any user of the Curriculum any ownership interest in the Curriculum. Except for any copyrights owned by Registered Curriculum Users in their modifications, Overcoming Obstacles presently owns, and will continue to own, all right, title, and interest in and to the Curriculum, including, without limitation, all copyrights, patents, Trademarks, and all other proprietary rights.

All users of the Curriculum shall: (i) attribute ownership of the Curriculum to Overcoming Obstacles; (ii) retain and not alter any Trademarks or notices of registration of any Trademarks or copyright notices contained in the Curriculum; (iii) inform students and other persons to whom they present any part of the Curriculum that the Curriculum is a part of the Overcoming Obstacles Life Skills Education Program, that Overcoming Obstacles developed the Curriculum, and that it is available for free on the Website.

Overcoming Obstacles may revoke permission to use the Curriculum at any time and for any reason without liability or prior notice. All licenses to the Curriculum will automatically terminate if you violate any provision of the Terms of Use, and, upon termination, you must destroy any Materials in your possession in whatever format.

No license to the Curriculum may be assigned, by operation of law or otherwise, without Overcoming Obstacles’ prior written permission, which Overcoming Obstacles may grant or withhold in its discretion.

Printed copies of the Curriculum, or some parts thereof, are available for purchase at cost. Please refer to the FAQ section on the Website for more information.

**Disclaimer of Warranties**

Overcoming Obstacles provides the Website and Materials on an “as is” and “as available” basis. To the fullest extent permitted by law, Overcoming Obstacles disclaims all warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Without limiting the foregoing, Overcoming Obstacles makes no representations or warranties about the accuracy, availability, completeness, quality, reliability, security, timeliness, or usefulness of the Website, including, without limitation, that: (i) information and content available on or through the Website, whether provided by Overcoming Obstacles or a third party, are accurate, complete, reliable, useful, up-to-date, or free from error, and you should confirm any information and content presented on the Website before
relying on them; (ii) the functions contained in the Website will be provided without interruption or error; (iii) defects will be corrected; or (iv) the Website or the servers that host it will be free of viruses or other harmful components.

Overcoming Obstacles reserves the right at any time, in its sole discretion, to: (i) modify, suspend, or discontinue any aspect of the Website, including, without limitation, the availability of any features of the Website, and (ii) impose limits on certain features of the Website, in each case without notice to you, and you agree that Overcoming Obstacles will have no liability to you or any third party for any such modification, suspension, or discontinuance.

Limitation of Liability

To the fullest extent permitted by law, in no event will Overcoming Obstacles be liable to you for any direct, incidental, consequential, indirect, special, or punitive damages resulting from your use or inability to use the Website, even if Overcoming Obstacles has been advised of the possibility of such damages. This limitation will apply to damages from any cause of action, including, without limitation, tort, contract, strict liability, or otherwise, even if foreseeable. In no event will Overcoming Obstacles’ liability to you for any cause of action exceed the amount paid by you, if any, for accessing the Website.

Comments and Communications

In addition to the right to modify portions of the Curriculum, which is governed by the section above entitled “Curriculum License – Registered Curriculum Users,” Overcoming Obstacles may grant users, from time to time, the opportunity to post suggestions, ideas, comments, testimonials, questions, or other information on the Website (collectively, “User Information”). It is the responsibility of the individual providing User Information to ensure that no portion of the content is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties. Overcoming Obstacles reserves the right to remove any User Information at its sole discretion.

Overcoming Obstacles has no obligation of any kind with respect to any User Information. Overcoming Obstacles may use, reproduce, disclose, distribute, modify, create adaptations or derivative works of, publicly display, publicly perform, and otherwise exploit User Information and any ideas, concepts, know-how, or techniques contained therein to others without limitation and for any purpose whatsoever.

Overcoming Obstacles provides User Information only for your reference, and you should not rely on it for any purpose. Any opinions, advice, statements, or offers contained in User Information are those of the authors of the User Information and not of Overcoming Obstacles, which assumes no responsibility or liability that may arise from User Information.

Links to Other Sites

The Website may contain links to websites, web pages, or other resources with which Overcoming Obstacles is not affiliated and over which Overcoming Obstacles exercises no control. Overcoming Obstacles does not endorse, monitor, make any representation with respect to, or assume any
liability for any third-party sites, including, without limitation, any products or services that are advertised on or made available for purchase through such sites. If you choose to visit any third-party site linked to the Website, you do so at your own risk and subject to the terms and policies of the third-party site.

**Indemnification**

You shall defend, indemnify, and hold Overcoming Obstacles and any of its officers, directors, employees, agents, and affiliates harmless from and against any and all claims, actions, liabilities, costs, or damages (including reasonable attorneys’ fees) asserted by any third party arising from or related to your use of the Website or your conduct in connection therewith.

**Severability**

Should any court of competent jurisdiction determine that any provision of the Terms is invalid or unenforceable, said provision will be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from the remainder of the Terms, which will remain in full force and effect unless Overcoming Obstacles’ obligations hereunder are materially impaired.

**Governing Law**

The Terms of Use will be governed by the laws of the State of New York, without regard to its conflict of laws principles.

**Entire Agreement**

The Terms of Use and the Privacy Policy incorporated herein constitute the entire agreement between you and the Overcoming Obstacles regarding access to and use of the Website.

**Intellectual Property Infringement**

Overcoming Obstacles respects the intellectual property of others, and we ask our users to do the same. Overcoming Obstacles may, in appropriate circumstances and at its discretion, disable or terminate the accounts of users who infringe the intellectual property of others. If you believe that your work has been made available on the site in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated in connection with the Website, please provide Overcoming Obstacles’ copyright agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located within the site;
• Your address, telephone number and e-mail address;

• A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent or the law; and

• A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Overcoming Obstacles’ agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

Overcoming Obstacles
1330 Avenue of the Americas,
38th Floor
New York, New York 10019
Phone: 212-406-7488
info@overcomingobstacles.org

Last Updated: June 29, 2021.