

Testimonial Terms and Conditions of Use

Permission

You hereby grant Junior Achievement of Northeastern New York, Inc. ("JANENY") permission and limited license to use and reproduce your testimonial(s) ("Testimonial") in whole or in part on its associated World Wide Web site, www.JANENY.org ("Web site") or third party hosted websites ("Site(s)"), or in other official JANENY printed publications without further consideration. You agree and grant permission to JANENY to retouch, edit, or summarize Testimonial (story) for display, or otherwise create derivative works from Testimonial for display. JANENY shall use such Testimonial only for its communication purposes. You represent that your Testimonial is your original work. Your Testimonial may be used by JANENY to provide basic content for advertisement campaigns. Testimonials may be rejected or approved for posting on the JANENY Sites. Further, Testimonials may be removed from Site(s) at any time and for any reason at JANENY's sole discretion. You acknowledge that JANENY may elect not to use Individual's Testimonial at this time, but may do so at its own discretion at a later date.

You grant JANENY the option to contact you for JANENY advertisement campaigns. You also agree to provide JANENY with your full name, address, email and phone number for JANENY internal use only. Only your first name, last name, company/organization (if applicable) and title shall be posted with your testimonials on the Site(s).

Links to Third Party Sites

This Site contains links to Web sites operated by other parties. The links are provided for your convenience only. We do not control such Web sites and we are not responsible for the content and performance of these sites. The inclusion of links to other Web sites does not imply any endorsement of the material on the Web sites or any association with their operators Junior Achievement of Northeastern New York, Inc. does not operate, control or endorse any information, products or services provided by third parties through the Internet. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other Web sites.

No Warranties

This site and all other sites hosted by JANENY and the content contained herein and therein are provided by JANENY on an "as is" basis. JANENY makes no representations or warranties of any kind, express or implied, as to the operation of its sites, or the content, products and/or services included therein. To the fullest extent permissible by applicable law, JANENY disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purposes, title and/or infringement.

Limitation of Liability

JANENY shall have no liability in regard to consequential, exemplary, special, direct, indirect, incidental or punitive damages, even if either party is advised of the possibility of such damages. In no event shall JANENY's total liability in regard to or under this agreement (whether under the theories of breach of contract, tort, negligence, strict liability, or any other theory of law) exceed the fees paid, if any, under this agreement.

General

By using JANENY's Web site, you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Testimonial Terms and Conditions of Use and any dispute that might arise between you and JANENY. You expressly agree that exclusive jurisdiction for any dispute with Junior Achievement of Northeastern New York, Inc., its affiliates, employees, subsidiaries, contractors, officers and directors, resides in the courts of the state of New York and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of New York in connection with any claim involving East New York Medical

Center, its affiliates, employee, subsidiaries, contractors, officers and directors. Use of the JANENY Web site is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.