

**DHN HOUSING NETWORK**  
**Website Terms of Use**

LAST UPDATE: [DECEMBER 14, 2022]

Detroit Housing Network (“DHN”) is a network of housing service providers (each, a “Network Member”) led by CHN Housing Partners (“CHN”) the “Network Manager” (CHN, and together with DHN, “we”, “our”, and “us”), whose mission is to create healthy neighborhoods and advance racial equity in the City of Detroit by increasing housing stability and affordable home ownership for Detroit residents.

THIS WEBSITE IS OWNED AND OPERATED BY CHN, WHICH PROVIDES DHN AND OTHERS THE RIGHT TO USE THIS WEBSITE IN CONNECTION WITH PROVIDING HOUSING SERVICES AND HOUSING RESOURCES. CHN IS PROVIDING ACCESS AND USE OF THIS WEBSITE AND ITS RELATED SERVICES AND WEB PAGES (COLLECTIVELY, THE “SITE”) TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS OF USE, AND BY ACCESSING OR USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY THESE TERMS OF USE YOU SHOULD NOT ACCESS OR USE THIS SITE.

These Terms of Use, the Website [Privacy Policy \[LINK\]](#) and all other documents referenced herein govern the relationship between you, the Site visitor (“you”), and CHN with respect to your use of this Site. You agree that the agreement formed by these Terms of Use is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary rights, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder.

We reserve the right at any time to change: (i) these Terms of Use; (ii) this Site, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Site or the hours that they are available; (iii) the equipment, hardware or software required to use and access this Site, and (iv) availability of our services. We shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site or of any services available on the Site.

Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Site. Your continued use of this Site after such notice will be deemed acceptance of such changes. Be sure to return to this Site periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Site or any system resources, services or networks connected to or accessible through this Site. You may only use this Site for lawful purposes.

## **1. JURISDICTION**

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Site.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by this Site, you may not enter into this agreement or use this Site. By using this Site, you are explicitly stating that you have verified in your own jurisdiction if your use of this Site is allowed.

We make no representation that materials in this Site are appropriate or available for use in all locations. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Site, materials, or other products described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other product provided.

## **2. GENERAL CONDITIONS AND DISCLAIMERS**

We reserve the right to refuse service to anyone at any time, except as prohibited by applicable law.

CHN shall have no liability for interruptions or omissions in Internet, network or hosting services and does not warrant that the Site or the services which make this Site available or electronic communications sent by CHN are free from viruses or any other harmful elements.

Any material downloaded or otherwise obtained through the use of this Site is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Site or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Site or on any related website except as required by law. No specified update or refresh date applied in the Site or on any related website should be taken to indicate that all information in the Site or on any related website has been modified or updated.

## **3. PRIVACY**

We are committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Website Privacy Policy to describe our privacy practices and how we collect, use and disclose the personal information of those individuals who visit this Site. Please see our Website [Privacy Policy \[LINK\]](#) for further information.

## **4. USER ACCOUNTS AND ACCURACY OF INFORMATION**

In order to access and use certain services available on this Site, you may be required to open and maintain an account ("Account") or complete an application ("Application") or informational form ("Form") with us. During the registration process, we will collect personal information that you provide. All of the information you provide to us or that we collect from you in connection with your use of the Site will be governed by these Terms of Use and our Website [Privacy Policy \[LINK\]](#). You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may terminate your Account and your ability to use this Site and, in our sole discretion, to report you to the appropriate authorities.

You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any Account at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Site via your username or password to any third person. You are responsible for all activities that are conducted through your Account.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your Account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

Information submitted by users may be transmitted to and shared with third parties that may be located in other countries in order to provide services to users, including but not limited to transaction processing and fraud prevention, and by using this Site you acknowledge and consent to this.

## **5. PERSONAL AND AUTHORIZED BUSINESS USE ONLY**

This Site is only for personal or authorized business use. You may not use this Site in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

## **6. CODE OF CONDUCT**

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of CHN's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. While using this Site you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). You shall not interfere with or disrupt the Site, our servers or our networks, or take any action that imposes an unreasonably or disproportionately large load on our infrastructure.

## **7. OUR MATERIALS AND OUR INTELLECTUAL PROPERTY RIGHTS**

This Site is owned and operated by CHN. Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of CHN and its licensors. © 2022 CHN Housing Partners. ALL RIGHTS RESERVED.

CHN may make certain content, software or other electronic materials (including all files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively "CHN Materials") available to you from this Site, from time to time. If you download or use CHN Materials, you agree that such materials are licensed for your limited personal use only and not sold or assigned and: (i) may only be used for your personal and non-commercial use, (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without CHN's prior written permission, and (iii) shall only be used in compliance with any additional license terms accompanying such materials. CHN does not transfer either the title or the intellectual property rights to the CHN Materials, and retains full and complete title to the CHN Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the CHN Materials. You further agree not to decompile, reverse-engineer, disassemble, or otherwise convert any compiled CHN Materials into

a human-perceivable form. CHN or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

This Site (including its organization and presentation and CHN Materials) is protected by intellectual property laws including laws relating to copyrights, trademarks, tradenames, internet domain names and other similar rights. All rights not expressly granted herein are reserved by CHN. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

## **8. COPYRIGHT INFRINGEMENT**

We respect the intellectual property rights of others. If you know or suspect that any of the materials on the Site have been used or copied in a way that constitutes copyright infringement, please send notice to our designated agent identified below. According to the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), your notice must comply with the following requirements:

- A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owners, its agent or the law; and
- A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated agent for notice of copyright infringement claims may be reached as follows:

[legaldepartment@chnhousingpartners.org](mailto:legaldepartment@chnhousingpartners.org)

The preceding information is provided exclusively for notifying us that your copyrighted material may have been infringed. All other inquiries, such as product related questions and requests or concerns regarding improper postings and/or content, will not receive a response through this process.

## **9. AVAILABILITY**

While we endeavor to keep downtime to a minimum, we cannot promise that this Site will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Site, or any part thereof, with or without prior notice for any reason and you shall not be entitled to any refunds of fees for interruption of this Site.

## **10. CURRENCY AND COMPLETENESS OF WEBSITE**

CHN updates the information on this Site periodically. However, CHN cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Site. CHN may revise, supplement or delete information, services and/or the resources contained in this Site and reserves the right to make such changes without prior notification to past, current or prospective visitors.

## **11. LINKED WEBSITES**

This Site may provide links to third party websites for your convenience only. The inclusion of these links does not imply that CHN monitors or endorses these websites or their respective practices. CHN does not accept any responsibility for such websites. CHN shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third-party websites or linked resources. These Terms of Use and our Website [Privacy Policy \[LINK\]](#) do not apply to your use of any third-party websites, so be sure to review any applicable terms and policies of third-party sites.

## **12. INTERNET SOFTWARE OR COMPUTER VIRUSES**

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site.

CHN shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Site or your downloading of any user materials or other content from this Site. CHN recommends that you install appropriate anti-virus or other protective software.

## **13. DISCLAIMER OF WARRANTIES**

THIS SITE, THE SERVICES CHN PROVIDES, AND THE CHN MATERIALS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CHN DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES, OR THE CHN MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.

## **14. LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS SITE AND THE CHN MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL CHN OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATED ENTITIES, OR AGENTS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS SITE, THE SITE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 15. INDEMNIFICATION

You agree to, upon request, defend, indemnify and hold us harmless from any and all liabilities, claims, losses and expenses, including attorneys' fees, which arise directly or indirectly from, or relate to: (1) any breach of these Terms of Use for which you are responsible; (2) your use of this Site; or (3) your violation, infringement, or misappropriation of the intellectual property, proprietary or other rights of any third party. CHN reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the prior written consent of CHN. This indemnification section will survive any termination or expiration of these Terms of Use.

## 16. CONTACTING CHN

If you need to contact us regarding this Site or these Terms of Use, please e-mail us at [legaldepartment@chnhousingpartners.org](mailto:legaldepartment@chnhousingpartners.org). You can also contact us via telephone at **216-574-7100**.

## 17. MISCELLANEOUS

The services relating to this Website are based in and intended only for use in the United States of America and not intended for use outside of the United States. These Terms of Use are governed by and construed in accordance with the laws of the State of Ohio and the United States of America, without regards to their respective principles of conflicts of law. You agree to the exclusive personal jurisdiction by the federal and state courts located in Cuyahoga County in the State of Ohio, United States of America, in any matter arising from or related to these Terms of Use and your use of the Site and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us. These Terms of Use are not assignable, transferable or sub-licensable by you except with CHN's prior written consent. These Terms of Use provide only

for the use of this Site. These Terms of Use shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.