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Philanthropy In/Sight
BY GRANTMAKER ASSOCIATION MEMBERS

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D. Commercial Purposes. You may not use the In/Sight Service, nor any materials available from the In/Sight Service, for any commercial purposes, including but not limited to the sale, lease, barter, rental, commercial exploitation, or bulk reproduction, distribution or redistribution of the In/Sight Service, of any materials available from the In/Sight Service, or of any results produced through use of the In/Sight Service, in any form.

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A. Documentation. The Center will provide and maintain help files and other appropriate user documentation.

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6. YOUR ADDITIONAL OBLIGATIONS, BREACH, AND TERMINATION

In addition to other obligations stated in these Terms, you agree as follows:

A. Maintaining Confidentiality of Passwords. You shall maintain the confidentiality of your Association-provided ID/password and/or other confidential code(s) that enable you to access the In/Sight Service, and you shall not disclose or allow use of such access codes by any other person or entity.

B. Unauthorized Use Of In/Sight Service. If you become aware of any suspected or actual unauthorized use of the In/Sight Service by any person or entity using any access codes issued to you by your Association, you shall promptly notify the Center and your Association, and shall fully cooperate in the investigation of such unauthorized use of the In/Sight Service. The Center may terminate access to the In/Sight Service during or as a result of such investigation.

C. Technical Support. If you need technical or other assistance regarding your ID/password or other access codes issued to you by your Association to access the In/Sight Service (including reporting a lost or forgotten password), please contact your Association's technical support department. For all other inquiries regarding the In/Sight Service, and to notify the Center of a stolen ID/password or unauthorized access to or use of the In/Sight Service, please contact the Center as follows:

- (i) **Send an e-mail** to: insight@foundationcenter.org
- (ii) **Call** the Center's Customer Service Department at (800) 424-9836.
- (iii) **Send a fax** to 212-807-3691.
- (iv) **Mail** all written correspondence to: The Foundation Center, Philanthropy In/Sight, 79 Fifth Avenue, New York, NY 10003-3076.

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9. DISCLAIMERS AND LIMITATIONS ON LIABILITIES

Notwithstanding anything else in these Terms:

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D. In the event that any of the limitations on liability or remedies contained herein shall be adjudged invalid by a court of competent jurisdiction, in no event shall your damages under any legal theory exceed \$100.

E. The Center shall not be liable in damages for, and shall have the right to terminate, your use of the In/Sight Service due to any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the Center.

10. GENERAL

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B. No modification or claimed waiver of any provision of these Terms shall be valid unless made by written amendment signed by an authorized representative of the Center.

C. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

D. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of these Terms be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

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