



Terms and Conditions

Effective Date: 08/01/2025

Welcome to the website of **Kids Cubed, Inc. dba Waymark** (“Kids Cubed, Inc. dba Waymark,” “we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your use of our website located at www.waymarkfoster.org (the “Site”), including all content, features, programs, and services offered through it.

By accessing or using our Site, you agree to be bound by these Terms. If you do not agree, please do not use our Site.

1. Use of Our Site

- You must use the Site only for lawful purposes and in accordance with these Terms.
- You agree not to use the Site in any way that could damage, disable, overburden, or impair our servers or interfere with any other user’s enjoyment of the Site.
- You agree not to attempt to gain unauthorized access to any part of the Site, accounts, systems, or networks connected to the Site.

2. Intellectual Property

- All content on the Site, including text, graphics, logos, images, videos, and design elements, is owned or licensed by **Kids Cubed, Inc. dba Waymark** and protected by U.S. and international copyright, trademark, and other intellectual property laws.
- You may view, download, and print materials from the Site for your personal, non-commercial use, but you may not reproduce, distribute, modify, or create derivative works without our prior written permission.



3. Donations

- All donations made to **Kids Cubed, Inc. dba Waymark** are voluntary and non-refundable unless otherwise required by law.
- **Kids Cubed, Inc. dba Waymark** is a 501(c)(3) nonprofit organization. Donations may be tax-deductible to the extent permitted by law; please consult your tax advisor.
- We use secure third-party payment processors to handle online donations. We do not store full payment card information on our servers.

4. Volunteer Sign-Ups and Event Registrations

- By signing up as a volunteer or registering for an event through the Site, you agree to provide accurate and complete information.
- You may be required to complete additional agreements, waivers, or background checks depending on the nature of the volunteer activity.
- Waymark reserves the right to decline or remove a volunteer or event participant at our discretion, including for safety, policy violations, or other reasons we deem appropriate.

5. Links to Third-Party Sites

- Our Site may contain links to third-party websites for your convenience. These sites are not controlled or operated by Waymark, and we are not responsible for their content, policies, or practices.



6. Disclaimers

- The Site and its content are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied.
- **Kids Cubed, Inc. dba Waymark** does not guarantee that the Site will be error-free, secure, or available at all times.

7. Limitation of Liability

- To the fullest extent permitted by law, **Kids Cubed, Inc. dba Waymark** and its officers, directors, employees, volunteers, and agents shall not be liable for any damages arising out of or in connection with your use of the Site, participation in events, or reliance on any information provided.

8. Indemnification

- You agree to defend, indemnify, and hold harmless **Kids Cubed, Inc. dba Waymark** from and against any claims, damages, liabilities, and expenses arising from your violation of these Terms or your misuse of the Site.

9. Privacy

- Your use of the Site is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your personal information.



10. Changes to These Terms

- We may update these Terms from time to time by posting a revised version on this page. The updated Terms will be effective upon posting unless otherwise noted.

11. Governing Law

- These Terms are governed by and construed under the laws of the State of Georgia, without regard to its conflict of law principles.

Contact Us

If you have questions about these Terms, please contact us at:

Waymark

2500 Dallas Hwy., Suite 202, #480, Marietta, GA 30064

info@waymarkfoster.org

404-819-8624



Privacy Policy

Effective Date: 08/01/2025

Kids Cubed, Inc. dba Waymark ("Kids Cubed, Inc. dba Waymark," "we," "our," or "us") respects your privacy and is committed to protecting your personal information. This Privacy Policy explains how we collect, use, share, and protect information through our website at www.waymarkfoster.org ("Site") and any related services.

By using our Site, you agree to the terms of this Privacy Policy.

1. Information We Collect

We may collect the following types of information:

a. Information You Provide to Us

- **Contact information** (name, email, phone, mailing address) when you sign up for newsletters, volunteer, or attend events.
- **Donation information** (amount, payment method, billing address). Payment card details are processed securely by third-party providers and are **not stored** on our servers.
- **Application details** when you sign up as a volunteer or apply for programs.

b. Information Collected Automatically

- IP address, browser type, device information, and pages visited, collected through cookies and similar technologies.
- Aggregate, non-identifiable usage statistics for analytics purposes.



2. How We Use Your Information

We use your information to:

- Process donations and send donation receipts.
- Register you for events or volunteer opportunities.
- Send newsletters, updates, and other communications you request.
- Improve our Site, programs, and outreach efforts.
- Comply with legal and tax obligations.

3. How We Share Your Information

We **do not sell or rent** your personal information.

We may share your information:

- With trusted service providers (such as payment processors, email platforms, background check providers) who perform services on our behalf.
- When required by law or to protect our legal rights.
- With your consent or at your direction.

4. Cookies and Tracking Technologies

We use cookies and similar technologies to improve your browsing experience, understand site usage, and deliver relevant content. You may adjust your browser settings to refuse cookies, but some features of the Site may not function properly without them.

5. Security

We implement reasonable security measures to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the Internet or electronic storage is 100% secure.



6. Your Choices

- **Email preferences:** You can unsubscribe from our emails at any time by clicking the “unsubscribe” link in the footer of our messages.
- **Access and updates:** You may contact us to review, correct, or delete the personal information we have about you, subject to legal and operational requirements.

7. Children’s Privacy

Our Site is not intended for children under 13, and we do not knowingly collect personal information from children without parental consent.

8. Links to Other Websites

Our Site may contain links to third-party websites. We are not responsible for the privacy practices or content of these sites.

9. Changes to This Policy

We may update this Privacy Policy from time to time. Updates will be posted on this page with a new “Effective Date.”

10. Contact Us

If you have questions or concerns about this Privacy Policy, please contact us:

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