



# The Valentine Braun Irrevocable Education Trust

---

## **TERMS OF USE AND DISCLAIMER** page for [www.TVBIET.org](http://www.TVBIET.org)

### **Acceptance of the Terms**

By visiting, viewing, accessing or otherwise using any of the applications or forms or information created, collected, compiled or submitted at the Website TVBIET.org (“The Valentine Braun Irrevocable Education Trust”, “The Valentine Scholarship”), you agree to be bound by the following terms and conditions. When you use TVBIET.org, you accept the Terms of Use and Disclaimer. If you do not want to be bound by its Terms of Use and Disclaimer (“Terms”), your only option is not to visit, view or otherwise use the applications and information found on TVBIET.org. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and TVBIET.org and that your use of TVBIET.org applications, forms and information shall indicate your conclusive acceptance of this agreement.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS WEBSITE. TVBIET.ORG MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON ITS WEBSITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY, TO BE AWARE OF SUCH MODIFICATIONS, AND YOUR CONTINUED ACCESS OR USE OF ITS WEBSITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

### **Provision of Application and Services**

You agree and acknowledge that TVBIET.org is entitled to modify, improve or discontinue any of its offers for scholarships, awards, services or applications at its sole discretion and without notice to you even if it may result in you being prevented from commencing or completing an application or receiving a scholarship award. This Website is provided for informational purposes only and TVBIET.org makes no warranty regarding its availability and disclaims all responsibilities for interruptions in service, irrespective of the cause. While e-mail inquiries will be responded to regularly, applicants may not rely on any delay in response as justification for failing to meet time deadlines or requirements. Applicants are personally responsible for beginning their application process in a timely fashion to allow completion prior to applicable deadlines and for using current forms to make those applications.

### **Proprietary Rights**

You acknowledge and agree that TVBIET.org may contain proprietary and confidential information, including but not limited to trademarks, service marks, copyrights, etc. protected by intellectual property laws and international intellectual property treaties. TVBIET.org authorizes you to view, download, print and make a single copy of portions of its content for online, personal,

**By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)**

**©2013-2019 TVBIET**

noncommercial use. Its content may not be sold, reproduced, republished, used to prepare derivative works or distributed without its written permission. Any third-party trademarks, service marks, copyrights and logos are the property of their respective owners. The content may be used solely for information purposes and cannot be modified or altered in any way. You do not acquire ownership rights to any content in its Website. Any further rights not specifically granted herein are reserved.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of TVBIET.org without its express written consent. You may not use any meta tags or any other "hidden text" utilizing TVBIET.org's name or trademarks without its express written consent. You may not use any TVBIET.org's logo or other proprietary graphic or trademark as part of a link without its express written permission. Any unauthorized use terminates the permission or license granted by TVBIET.org.

**BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO ABIDE BY UNITED STATES OF AMERICA AND INTERNATIONAL COPYRIGHT LAW AND ALL OTHER APPLICABLE LAWS. YOU MAY ACCESS THIS WEBSITE AND RETRIEVE CONTENT THAT CONTAINS TVBIET.ORG COPYRIGHT NOTICE, STORE SUCH CONTENT ON YOUR OWN COMPUTER AND PRINT ONE COPY OF SUCH CONTENT FOR NONCOMMERCIAL, PERSONAL OR EDUCATIONAL PURPOSES ONLY, PROVIDED THAT YOU (1) DO NOT MODIFY, DISTRIBUTE OR TRANSMIT SUCH CONTENT AND (2) INCLUDE ANY COPYRIGHT NOTICE ORIGINALLY APPEARING WITH SUCH CONTENT. PERMISSION MAY BE NEEDED FOR OTHER CONTENT NOT MARKED WITH TVBIET.ORG OR ANY COPYRIGHT NOTICE. YOU MAY CITE OR REFER TO THE URL OF THIS WEBSITE WITHOUT LIMITATION.**

### **Submitted Content**

When you submit content to TVBIET.org whether online, by e-mail, regular mail or by any other method, you simultaneously grant TVBIET.org a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to reproduce, use, modify, publish, adapt, translate, create derivative works from, distribute, and display such content throughout the world in any media. By submitting information you also represent and warrant that that the content is accurate; you own or have permission to use the content that you submit; and that use of the content will not cause injury to any person or entity. Applications, enclosures, all correspondence and forms will only be accepted by mail via United States Postal Service postage prepaid or a courier service that provides tracking including but not limited to Federal Express, United Parcel Service, etc. at the following address:

The Valentine Braun Scholarship  
Attention: Scholarship Committee  
5623D 22<sup>nd</sup> Park  
Topeka, Kansas 66614

Applications are considered on a first-come, first-served basis by the applicable application acceptance period and subject to the approval of the Scholarship Committee.

**By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)  
©2013-2019 TVBIET**

Do not attempt to electronically submit any scholarship application or related material electronically. E-mails containing such information will not be considered. TVBIET.org also does not accept applications or enclosures or application related material by hand delivery (including but not limited to the Scholarship Committee's mailbox, to a Scholarship Committee member, etc.) fax or electronic means or mediums such as e-mail, etc. Applications and enclosures submitted by impermissible methods will not be considered. Do not submit personally identifiable information electronically to TVBIET.org or to its e-mail address. You may not submit comments or provide other content that violates any law or regulation or is libelous, obscene, illegal, threatening, defamatory or invades the privacy or infringes upon the intellectual property of a third party. Such content may not contain software viruses, mass mailings, chain letters or any form of "spam." You may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of the information.

### **Termination of Agreement**

The Terms of this agreement will continue to apply in perpetuity. The termination of this agreement will be made at the discretion of TVBIET.org.

### **Disclaimer of Warranties**

You understand and agree that your use of TVBIET.org is entirely at your own risk and that the scholarships, information and materials provided are "as is" and "as available." TVBIET.org does not make any express or implied warranties or warranties of any kind, endorsements or representations whatsoever as to the operation of the TVBIET.org Website, information, content, materials, services, graphics or products. This shall include, but not be limited to, any implied warranties which are disclaimable by law and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

You assume total responsibility and risk for your use of this Website and the internet. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, forms, applications and other information provided through this Website or on the internet in general and TVBIET.org does not warrant that the service and/or its Website will be current, reliable, complete, accurate, uninterrupted, constantly available, available to all, error-free or that defects in the use of its Website will be corrected or will be corrected in a timely manner.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any matter, including but not limited to legal, financial, medical, etc. you should consult an appropriate professional.

### **Limitation of Liability**

To the fullest extent allowable by law you understand and agree that TVBIET.org, its trustees, officers, agents, volunteers and employees shall in no event be liable for any direct, indirect, incidental, special, punitive, consequential or exemplary damages or damages of any kind. This shall include, but not be limited to damages for loss of revenue, income, profits or anticipated savings, business interruption, loss of scholarship award, loss of business or personal reputation or goodwill, loss or corruption of information or data, loss of programs or information or other intangible or tangible loss arising out of the use of or the inability to use the service or information

**By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)**

**©2013-2019 TVBIET**

or a permanent or temporary cessation of such service or access to information or the deletion or corruption of any content or information or the failure to store any content or information. The above limitation shall apply whether or not TVBIET.org has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed, the liability of TVBIET.org is limited to the greatest extent permitted by law.

TVBIET.org takes no responsibility for, and will not be liable for, this Website being temporarily unavailable including but not limited to technical issues beyond its control, maintenance or other situations by its Web Host, etc.

### **Additional Warranty Disclaimers and Limitations of Liability**

ADDITIONAL DISCLAIMER. TVBIET.org IS NOT LIABLE, AND EXPRESSLY DISCLAIMS, ANY LIABILITY FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU VIA THE SERVICES PROVIDED BY ITS WEB HOST, NETWORK SOLUTIONS.

You agree that if Network Solutions takes any corrective action under these Terms in response to your actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Network Solutions or TVBIET.org shall have no liability to you due to any corrective action taken by Network Solutions.

### **External Content**

TVBIET.org may include hyperlinks or reference third-party content, advertising or websites. You acknowledge and agree that TVBIET.org is not responsible for and does not control, guarantee or endorse any advertising, products or resources available from such resources or websites. You agree that TVBIET.org is not responsible for any content, associated links, resources, or services associated with a third party site. You further agree that TVBIET.org shall not be liable for any loss or damage of any sort associated with your use of third party content. Links and access to these sites are provided for your convenience only.

### **Jurisdiction**

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the State of Kansas and more particularly the Shawnee County District Court, to resolve any legal matter arising from this agreement or related to your use of TVBIET.org. In the event federal jurisdiction is invoked, the venue shall be the United States District Court of the District of Kansas sitting in Topeka, Kansas. If the court of law having jurisdiction rules that any provision of the agreement is invalid, then that provision will be removed from these Terms and the remaining Terms will continue to be valid.

### **Entire Agreement**

You understand and agree that the above Terms constitute the entire general agreement between you and TVBIET.org. You may be subject to additional Terms and conditions when you use, access or submit requests, information or material. If there is a determination that any provision of these Terms are invalid or unenforceable, that determination will not affect the rest of the Terms

By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)  
©2013-2019 TVBIET

and the Terms shall be deemed amended to the minimum extent necessary to make them valid and enforceable.

## **Changes to the Terms**

TVBIET.org reserves the right to modify content on this Website and these Terms from time to time at its sole discretion and without prior notice. Changes to its Terms become effective on the date they are posted and your continued use of TVBIET.org after any changes to these Terms will signify your agreement to be bound by them.

## **Website Ownership and Consent to Monitoring**

Information, text, source code, graphics, software and other content that make up this Website reside on a computer operated by TVBIET.org and may be accessed by its Web Host. Anyone accessing this Website consents to monitoring of this access and use by system or security personnel. Access to this Website is or may be monitored. The requesting URL's, the machine originating the request, and the time of request are logged for access statistics and security purposes. Use of this Website constitutes consent to such monitoring.

For its Website security purposes, and to ensure that this service remains available to all users, it employs software programs to monitor traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. In the event of authorized law enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual(s).

## **Disclaimer of Currency, Accuracy or Quality**

TVBIET.org makes no guarantee as to the currency, accuracy or quality of information published and/or archived on this Website, nor will TVBIET.org accept any responsibility for other organizations, businesses and private persons that provide information on this Website. All information on this Website regarding scholarships provided by TVBIET.org is subject to change without notice. Reasonable efforts are taken to ensure the accuracy and integrity of all information provided here, but TVBIET.org is not responsible for misprints, out-of-date information or errors. TVBIET.org makes no representation or warranty regarding the quality, accuracy, formatting or completeness of any form printed from this Website and users are responsible for confirmation that any items downloaded or printed are current, accurate representations/copies of the documents available on this Website. TVBIET.org makes no warranty, express or implied or assumes any legal liability or responsibility for the accuracy, compatibility or completeness of any information contained on this Website.

The content included in this Website has been compiled from a variety of sources and is subject to change without notice as are any scholarships, programs, offerings or technical information described in this Website. TVBIET.org makes no representation or warranty whatsoever regarding the completeness, quality or adequacy of this Website or the suitability, functionality or operation of this Website or its content. By using this Website, you assume the risk that the content on this Website may be inaccurate, incomplete or offensive or may not meet your needs or requirements. TVBIET.org makes no warranty with respect to documents or other information available from this Website; assumes no legal liability or responsibility whatsoever for the accuracy,

**By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)  
©2013-2019 TVBIET**

completeness, compatibility or usefulness of any such information; and does not represent that its use would not infringe privately owned rights.

## **Links**

Certain links in this Website may lead to resources located on servers that are not maintained by TVBIET.org or under its control. TVBIET.org is not responsible for the content of any such referenced website or for the availability of access to such websites.

The inclusion of any link to another website or any reference to any product or service by trade name, trademark, manufacturer or otherwise, does not necessarily constitute or imply an endorsement or recommendation by TVBIET.org.

When visiting this Website, your web browser may produce pop-up advertisements. These advertisements were most likely produced by other websites you visited or by third-party software installed on your computer. TVBIET.org does not endorse or recommend products or services for which you may view a pop-up advertisement on your computer screen while visiting this Website.

The inclusion of material on this server does not imply any endorsement by TVBIET.org, which makes no warranty of any kind with respect to the subject matter of the server material advertised. A possibility exists that the server material could include inaccuracy or errors. Additionally, a possibility exists that unauthorized additions, deletions and alterations could be made by third-parties to the server materials. Although TVBIET.org tries to ensure the integrity and the accurateness of the server materials, its makes no guarantee about their correctness or accuracy. Before relying on any representation made in any of the server materials, check with the advertiser of the product or service to ensure that the information you are relying upon is correct.

## **Indemnification**

You agree to release, indemnify, defend and hold harmless TVBIET.org, its trustees, officers, directors, employees, agents, attorneys, licensors, suppliers, volunteers and any third-party information providers from and against all liabilities, claims, losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this agreement (including negligent or wrongful contact) by you or any other person accessing TVBIET.org.

## **Contact TVBIET.org**

If you have any questions about these Terms, please write:

- by email to [scholarship@tvbiet.org](mailto:scholarship@tvbiet.org) or
- by mail via the United States Postal Service postage prepaid or a courier service that provides tracking to:

The Valentine Braun Scholarship  
Attention: Scholarship Committee  
5623D 22<sup>nd</sup> Park  
Topeka, Kansas 66614

**Effective Date December 15, 2018.**

By utilizing this page you agree to [The Terms of Use and Disclaimer](#) and [Privacy Policy](#)  
©2013-2019 TVBIET