



WEBSITE TERMS OF SERVICE

dreamability Foundation

A Colorado Nonprofit Corporation | 501(c)(3) Tax-Exempt Organization

Effective Date: June 2, 2026

Last Revised: June 2, 2026

Website: www.dreamabilityfoundation.org

Important Notice — Please Read Carefully

These Website Terms of Service constitute a legally binding agreement between you and dreamability Foundation. By accessing or using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please discontinue use of this website immediately.

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1. Introduction / Agreement to Terms

Welcome to the official website of **dreamability Foundation**, a Colorado nonprofit corporation organized and operating under the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 et seq., and recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). dreamability Foundation is dedicated to supporting individuals with special needs and their families through meaningful programs, resources, and community engagement.

These Website Terms of Service (these "Terms") govern your access to and use of the dreamability Foundation's official website, currently located at [\[www.dreamabilityfoundation.org\]](http://www.dreamabilityfoundation.org) (the "Website"), including all subpages, content, features, tools, forms, and services available through the Website.

By accessing, browsing, using, or submitting information through this Website, you expressly acknowledge that you have read, understood, and agree to be legally bound by these Terms and all applicable federal, Colorado state, and local laws and regulations. These Terms apply to all users of the Website, including but not limited to visitors, volunteers, donors, program participants, family members of individuals with special needs, and any other members of the public.

If you do not agree to these Terms — in whole or in part — you must immediately discontinue all use of this Website. Your continued access to or use of the Website following the posting of any changes to these Terms constitutes your acceptance of those changes.

dreamability Foundation operates as a Section 501(c)(3) tax-exempt nonprofit corporation. As such, contributions made to the Foundation may be tax-deductible to the extent permitted by law, subject to the limitations described in Section 8 of these Terms.

These Terms were last revised on **June 2, 2026** and are effective as of that date.

2. Definitions

For purposes of these Terms, the following defined terms shall have the meanings set forth below. Defined terms may be used in their singular or plural forms as context requires.

Defined Term	Meaning
"Foundation," "we," "us," or "our"	dreamability Foundation, a Colorado nonprofit corporation, its officers, directors, employees, agents, contractors, volunteers acting in an official capacity, and authorized representatives.
"Website"	The Foundation's official website located at <i>[www.dreamabilityfoundation.org]</i>, including all pages, subdomains, content, features, interactive tools, and functionality accessible through that domain or any successor domain.
"User," "you," or "your"	Any individual or entity who accesses, browses, or otherwise uses the Website in any manner, including without limitation visitors, volunteers, donors, family members of individuals with special

Defined Term	Meaning
	needs, program participants, prospective participants, partner organizations, and members of the general public.
"Services"	All online resources, program information, event listings, volunteer sign-up tools, donation processing functionality, registration forms, educational materials, contact tools, and all other content and features provided by or through the Website.
"Content"	All text, articles, program descriptions, images, photographs, graphics, audio clips, video recordings, documents, PDFs, data, forms, user interface elements, logos, trademarks, and all other materials made available on or through the Website, whether created by the Foundation or licensed from third parties.
"Terms"	These Website Terms of Service, as may be amended or updated by the Foundation from time to time in its sole discretion.
"Privacy Policy"	The Foundation's Privacy Policy, published separately on the Website, which governs the collection, use, and protection of personal information submitted through or collected via the Website.
"Personal Information"	Any information that identifies or is reasonably capable of being associated with a specific individual, as defined under applicable federal and Colorado state law, including but not limited to name, email address, mailing address, telephone number, and financial information.
"Volunteer Agreement"	Any separate written agreement, waiver, or code of conduct document executed by a volunteer in connection with participation in Foundation programs or activities.
"Effective Date"	June 2, 2026, the date on which these Terms first became effective.

3. Eligibility and User Responsibilities

3.1 Age Requirements and Parental Consent

The Website is intended for use by individuals of all ages in accordance with the Foundation's inclusive mission; however, the following requirements apply:

- 1. Users 16 years of age and older** may use the Website consistent with these Terms.

2. **Users under the age of 16** may only use the Website with the verifiable consent and active supervision of a parent or legal guardian. In compliance with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506, the Foundation does not knowingly collect Personal Information from children under the age of 13 without prior verifiable parental consent. If we become aware that we have inadvertently collected Personal Information from a child under 13 without such consent, we will take prompt steps to delete that information.
3. If you are a parent or legal guardian permitting a child under 13 to use this Website, you accept these Terms on behalf of that child and assume full responsibility for the child's use of the Website.

3.2 Accuracy of Information

You agree to provide true, accurate, current, and complete information when submitting any form, application, registration, or inquiry through the Website. You are responsible for maintaining the accuracy of any information you provide and for promptly updating such information if it changes. The Foundation reserves the right to suspend or terminate access for any user who provides false, inaccurate, misleading, or incomplete information.

3.3 Responsible and Lawful Use

You agree to use the Website only for lawful purposes and in accordance with these Terms. You are solely responsible for ensuring that your use of the Website complies with all applicable federal, state, and local laws and regulations, including but not limited to laws governing online conduct, data protection, and privacy.

3.4 Prohibition on Impersonation and Misrepresentation

You may not impersonate any person or entity, falsely claim affiliation with any person or entity (including the Foundation), misrepresent your identity or qualifications, or engage in any form of deceptive conduct in connection with your use of the Website. You may not represent yourself as an agent, employee, or authorized representative of the Foundation unless you have been explicitly authorized to do so in writing by the Foundation.

3.5 Unauthorized Access

You agree not to attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website. You may not circumvent, disable, or otherwise interfere with any security-related features of the Website.

3.6 Device and Account Security

You are solely responsible for maintaining the confidentiality and security of any credentials, login information, or access codes associated with your use of the Website. You are fully responsible for all activities that occur under your account or through your device in connection with the Website. The Foundation shall not be liable for any loss or damage arising from your failure to comply with these security obligations. You agree to notify the Foundation immediately at [\[info@dreamabilityfoundation.org\]](mailto:info@dreamabilityfoundation.org) if you suspect any unauthorized use of your account or any security breach.

4. Acceptable Use Policy

4.1 Permitted Uses

Subject to these Terms, the Foundation grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for the following lawful purposes:

4. Accessing informational content about dreamability Foundation's mission, programs, and activities;
5. Registering for programs, events, or activities offered by the Foundation;
6. Making charitable donations to support the Foundation's mission;
7. Completing volunteer applications and reviewing volunteer opportunities;
8. Downloading or viewing materials explicitly made available for public use;
9. Submitting inquiries, feedback, or communications to the Foundation through authorized contact channels; and
10. Any other use expressly authorized by the Foundation in writing.

4.2 Prohibited Activities

You agree that you will NOT use the Website to engage in any of the following prohibited activities:

11. **Hacking and Unauthorized Access:** Attempting to gain unauthorized access to the Website's servers, databases, administrative systems, or any related network or infrastructure; exploiting vulnerabilities or attempting to probe, scan, or test the security of the Website;
12. **Malware and Harmful Code:** Uploading, transmitting, or distributing any viruses, worms, Trojan horses, ransomware, spyware, adware, malware, or any other malicious code or software that could damage, disable, overburden, or impair the Website or any connected systems;
13. **Automated Scraping:** Using any robot, spider, crawler, scraper, automated script, or other automated means to access, copy, index, scrape, or harvest Content or data from the Website without the Foundation's prior written consent;
14. **Spamming and Unsolicited Communications:** Sending unsolicited bulk email, promotional communications, or other forms of spam through or in connection with the Website;
15. **Harassment and Abuse:** Using the Website to harass, threaten, intimidate, stalk, or abuse any person, including other users, Foundation staff, volunteers, or program participants;
16. **Offensive or Harmful Content:** Posting, transmitting, or linking to content that is defamatory, obscene, pornographic, hateful, discriminatory, threatening, or otherwise objectionable, including content that demeans, exploits, or harms individuals based on disability, special needs status, race, religion, gender, sexual orientation, national origin, age, or any other protected characteristic;

17. **Circumventing Security Measures:** Attempting to bypass, disable, or circumvent any technical protection measures, authentication systems, encryption, or access controls implemented on the Website;
18. **Commercial Solicitation:** Using the Website or its communication features to advertise, promote, or solicit commercial products or services without the Foundation's express prior written consent;
19. **Intellectual Property Infringement:** Reproducing, modifying, distributing, creating derivative works from, publicly displaying, or otherwise infringing upon the intellectual property rights of the Foundation or any third party in connection with the Website;
20. **Fraudulent Activity:** Engaging in any fraudulent conduct, including misrepresenting the purpose of a donation, falsifying volunteer credentials, or submitting false information in program applications;
21. **Data Mining and Interference:** Collecting, harvesting, or compiling Personal Information about other users without their express consent; and
22. **Violation of Law:** Using the Website in any manner that violates any applicable federal, state, or local law or regulation.

4.3 Special Prohibition — Exploitation of Individuals with Special Needs

Strict Prohibition

The Foundation expressly prohibits any use of this Website to post, transmit, share, or otherwise distribute any content that exploits, demeans, mocks, endangers, or causes harm — whether physical, emotional, psychological, or financial — to individuals with disabilities, special needs, or developmental differences. This prohibition applies to all users without exception and reflects the Foundation's core mission and values. Violations of this provision will result in immediate termination of website access and may be referred to appropriate law enforcement authorities.

4.4 Foundation's Right to Suspend or Terminate Access

The Foundation reserves the right, in its sole and absolute discretion, to investigate any suspected violation of this Acceptable Use Policy and to take appropriate action, including without limitation:

23. Removing any Content that violates these Terms;
24. Issuing a warning to the user;
25. Suspending or permanently terminating a user's access to the Website;
26. Reporting the conduct to appropriate law enforcement authorities; and/or
27. Pursuing any other legal or equitable remedies available under applicable law.

The Foundation's failure to act with respect to a particular violation does not waive its right to act with respect to subsequent or similar violations.

5. Privacy and Data Collection

5.1 Privacy Policy

The collection, use, storage, and disclosure of Personal Information submitted to or collected through the Website is governed by the Foundation's separate **Privacy Policy**, which is incorporated herein by reference and published on the Website at [\[www.dreamabilityfoundation.org/privacy-policy\]](http://www.dreamabilityfoundation.org/privacy-policy). In the event of any conflict between these Terms and the Privacy Policy with respect to the handling of Personal Information, the Privacy Policy shall control. You are encouraged to review the Privacy Policy carefully before submitting any Personal Information through the Website.

5.2 Colorado Privacy Act Compliance

Dream Ability Foundation is committed to compliance with the Colorado Privacy Act (CPA), C.R.S. §§ 6-1-1301 et seq., effective July 1, 2023. As a Colorado-based organization that collects Personal Information from Colorado residents, the Foundation acknowledges and honors the rights of Colorado consumers with respect to their personal data, including the

rights set forth in Section 5.5 of these Terms. Our data processing practices are designed to be consistent with CPA requirements, including data minimization, purpose limitation, and data security obligations.

5.3 COPPA Compliance

In compliance with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506, and the FTC's implementing regulations, the Foundation does not knowingly collect Personal Information from children under the age of 16 without prior verifiable parental consent. Please refer to Section 3.1 of these Terms for age-related requirements. If you believe a child under 16 has submitted Personal Information without proper parental consent, please contact us immediately at [privacy@dreamabilityfoundation.org].

5.4 Types of Data Collected

The Foundation may collect, use, and retain the following categories of information in connection with the Website and its Services:

28. **Contact Information:** Name, email address, mailing address, telephone number, and similar identifiers provided through contact forms, registrations, or subscription sign-ups;
29. **Volunteer Application Data:** Information submitted in connection with volunteer applications, including background check authorizations and availability information;
30. **Donation Records:** Contribution amounts, payment method type (but not full payment card numbers, which are handled by a third-party processor), and donation designations;
31. **Program Registration Information:** Eligibility-related information, participant details, and family contact information submitted in connection with program sign-ups;
32. **Communications:** Records of inquiries, feedback, or other messages submitted through the Website; and

33. Technical Data: IP address, browser type, operating system, referring URLs, pages visited, and other usage data collected automatically through cookies and similar technologies.

5.5 User Rights Under Colorado Law

Colorado residents have the following rights with respect to their Personal Information under the Colorado Privacy Act, subject to certain exceptions:

34. Right to Access: The right to confirm whether the Foundation is processing your Personal Information and to access that information;

35. Right to Correction: The right to correct inaccurate Personal Information held by the Foundation;

36. Right to Deletion: The right to request deletion of Personal Information provided by or obtained about you;

37. Right to Data Portability: The right to obtain a copy of your Personal Information in a portable and, to the extent technically feasible, readily usable format;

38. Right to Opt Out: The right to opt out of the processing of your Personal Information for purposes of targeted advertising, the sale of Personal Information, or profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights, please submit a written request to [\[privacy@dreamabilityfoundation.org\]](mailto:privacy@dreamabilityfoundation.org). The Foundation will respond to verifiable consumer requests within the timeframes required by applicable law. The Foundation will not discriminate against you for exercising your privacy rights.

5.6 Cookies and Analytics

The Website may use cookies, web beacons, pixel tags, and similar tracking technologies to enhance user experience, analyze site traffic, and improve Foundation services. You may configure your browser settings to refuse cookies; however, doing so may limit certain functionality of the Website. The Foundation may use third-party analytics tools (such as

Google Analytics or similar services) to collect aggregate, anonymized data about Website usage. For more information, please refer to our Privacy Policy.

5.7 Privacy Contact

For all privacy-related requests, questions, or concerns, including requests to exercise your data rights under the Colorado Privacy Act or COPPA, please contact: [\[privacy@dreamabilityfoundation.org\]](mailto:privacy@dreamabilityfoundation.org).

6. Intellectual Property

6.1 Foundation Ownership

All Content on this Website — including but not limited to the dreamability Foundation name, logo, tagline, photographs, graphics, text, program materials, forms, video recordings, audio clips, and the overall look and feel of the Website — is the property of dreamability Foundation or is used by the Foundation with the permission of the respective rights holders. All such Content is protected under the United States Copyright Act, 17 U.S.C. §§ 101 et seq., applicable trademark laws, and other federal and Colorado intellectual property laws. All rights not expressly granted herein are reserved by the Foundation.

6.2 Permitted Uses

Subject to these Terms, you are permitted to:

39. Access and view Website Content for personal, non-commercial informational purposes;
40. Share links to Website pages through social media platforms or personal communications;
41. Download, print, or save materials that are explicitly marked or designated by the Foundation as available for public download or distribution; and
42. Reference the Foundation's programs or activities in a factual, non-misleading manner with proper attribution.

6.3 Prohibited Uses of Intellectual Property

Without the prior express written permission of dreamability Foundation, you may NOT:

43. Reproduce, copy, republish, or distribute any Content from the Website in any medium or format;
44. Modify, adapt, translate, create derivative works from, or otherwise alter any Content;
45. Use the Foundation's name, logo, trademarks, or other identifying marks in any way that implies endorsement, partnership, or affiliation not authorized by the Foundation;
46. Use any Content for commercial purposes, including resale, advertising, or promotional activities; or
47. Frame or mirror any Content on another website without written authorization.

6.4 User-Submitted Content

By submitting any content to the Foundation through the Website — including testimonials, photographs, feedback, stories, or other materials — you represent and warrant that:

48. You own or have all necessary rights to submit such content and to grant the license described herein;
49. The content does not infringe any third party's intellectual property, privacy, or other rights; and
50. The content is truthful, accurate, and does not violate any applicable law.

By submitting such content, you grant dreamability Foundation a **non-exclusive, royalty-free, worldwide, perpetual, irrevocable license** to use, reproduce, modify, adapt, publish, translate, distribute, and display the submitted content in any and all media — including the Website, print materials, social media platforms, and fundraising communications — in furtherance of the Foundation's charitable mission, without further notice, compensation, or attribution obligation to you, unless otherwise agreed in writing.

The Foundation reserves the right, but not the obligation, to review, edit, or remove any user-submitted content at its sole discretion.

6.5 DMCA Takedown Procedure

The Foundation respects the intellectual property rights of others and expects users to do the same. If you believe that Content on the Website infringes your copyright, please submit a written notice to the Foundation's designated DMCA agent containing the following information, in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512:

51. A physical or electronic signature of the copyright owner or person authorized to act on the owner's behalf;
52. Identification of the copyrighted work claimed to have been infringed;
53. Identification of the material claimed to be infringing and its location on the Website;
54. Your contact information (name, address, telephone number, email address);
55. A statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and
56. A statement, made under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

DMCA notices should be sent to: [\[legal@dreamabilityfoundation.org\]](mailto:legal@dreamabilityfoundation.org) or by mail to the address provided in Section 18 of these Terms.

7. Third-Party Links and Services

7.1 Third-Party Websites

The Website may contain links to third-party websites, platforms, services, or resources — including but not limited to online payment processors, social media platforms, government resources, partner nonprofit organizations, and community service providers — that are not

owned, operated, or controlled by dreamability Foundation. These links are provided for your convenience and informational purposes only.

7.2 No Endorsement

The inclusion of any link to a third-party website does not constitute or imply the Foundation's endorsement, recommendation, approval, or sponsorship of that website, its operators, or the products, services, or content available through it. The Foundation makes no representations or warranties regarding the accuracy, reliability, completeness, or legality of any third-party content, and expressly disclaims all liability arising from your use of or reliance on any third-party website or service.

7.3 User Responsibility

When you navigate away from the Foundation's Website to any third-party website, you do so entirely at your own risk and subject to the terms, conditions, and privacy policies of that third-party website. We strongly encourage you to review the applicable privacy policy and terms of service of any third-party website you visit. The Foundation shall have no responsibility or liability for any content, data collection practices, or actions taken by any third-party website or service provider.

7.4 Third-Party Payment Processors

Donation and payment processing on this Website is facilitated by third-party payment processors. The Foundation does not collect, store, or process your full payment card information directly. All financial transactions are subject to the terms of service and privacy policies of the applicable third-party payment processor. By completing a transaction through the Website, you acknowledge and agree to the applicable third-party processor's terms.

8. Donations and Financial Transactions

8.1 Voluntary Contributions

All donations made to dreamability Foundation through the Website are entirely voluntary. The Foundation gratefully accepts contributions in furtherance of its charitable mission to support individuals with special needs and their families.

8.2 Non-Refundable Policy

All donations made to the Foundation are generally **non-refundable**. Once a donation has been processed, the Foundation is not obligated to issue a refund. In the event of a documented processing error (such as a duplicate charge or incorrect amount), the Foundation may, in its sole discretion, review and address the situation on a case-by-case basis. Requests for review of processing errors must be submitted in writing to [\[info@dreamabilityfoundation.org\]](mailto:info@dreamabilityfoundation.org) within thirty (30) days of the transaction date.

8.3 Tax-Exempt Status and Deductibility

Dream Ability Foundation is recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, donations to the Foundation may be tax-deductible by the donor to the extent permitted by applicable federal and state tax law. **The Foundation recommends that all donors consult a qualified tax advisor or accountant regarding the deductibility of their specific contributions.** The Foundation will provide donation acknowledgment letters as required by IRS regulations for contributions of \$250 or more.

8.4 Payment Processing Disclaimer

Financial transactions processed through the Website are handled by a third-party payment processor. The Foundation does not store complete payment card data. All transactions are subject to the third-party processor's terms of service and security standards. The Foundation is not responsible for any errors, interruptions, or security breaches that occur at the level of the third-party processor.

8.5 Use of Donations

The Foundation reserves the right to use donations received through the Website in furtherance of its general charitable mission and programs as determined by its Board of Directors, unless a donation is explicitly designated for a specific program and accepted by

the Foundation as a restricted gift in writing. The Foundation makes no guarantee that any particular program will continue, be expanded, or achieve any specific outcome as a result of a donation.

8.6 No Guarantee of Program Outcomes

No donation to the Foundation, regardless of amount or designation, constitutes a guarantee of any specific program outcome, service level, or result for any individual, participant, or family. The Foundation's programs are subject to operational, funding, and capacity considerations that may change over time.

9. Volunteer and Program Participation Terms

9.1 Volunteer Applications and Background Checks

Individuals interested in volunteering with dreamability Foundation must complete the Foundation's official volunteer application process. Given that the Foundation serves individuals with special needs — including minors and vulnerable adults — all prospective volunteers may be required to undergo a background check as a condition of participation. Submission of a volunteer application through the Website does not guarantee acceptance as a volunteer. The Foundation reserves the right to accept or decline volunteer applications at its sole discretion.

9.2 Volunteer Conduct

All volunteers who are accepted by the Foundation agree to serve as representatives of the Foundation and must at all times comply with the Foundation's Code of Conduct, volunteer policies, and all applicable instructions provided by Foundation staff. Volunteers are expected to treat all individuals — including program participants with special needs and their families — with dignity, respect, patience, and compassion. Failure to comply with the Foundation's standards of conduct may result in removal from volunteer activities.

9.3 Separate Volunteer Agreements

Accepted volunteers will be required to execute a separate Volunteer Agreement prior to participating in any Foundation activities. The Volunteer Agreement will contain additional terms, including confidentiality requirements, conduct expectations, and liability waivers specific to volunteer activities. In the event of any conflict between these Terms and a Volunteer Agreement, the Volunteer Agreement shall control with respect to volunteer activities.

9.4 Program Participation — Individuals with Special Needs and Families

Participation in dreamability Foundation programs by individuals with special needs and their family members is subject to:

- 57. Program Availability:** Programs are offered based on available funding, staffing, and capacity. The Foundation makes no guarantee that any specific program will be available at any particular time or location;
- 58. Eligibility Requirements:** Each program may have specific eligibility criteria, which will be disclosed at the time of registration. The Foundation reserves the right to determine eligibility in its sole discretion;
- 59. Program-Specific Guidelines:** Participants and family members will receive program-specific guidelines, safety protocols, and participation requirements that must be followed as a condition of participation; and
- 60. Informed Consent:** Participation in certain programs may require the execution of informed consent documents, medical release forms, or other authorizations. These will be provided separately at the time of program registration.

9.5 Waiver of Liability for Volunteer Activities

By applying to volunteer with the Foundation through this Website, you acknowledge that volunteer activities may involve certain inherent risks. You agree to execute any liability waiver or release documents required by the Foundation as part of the volunteer onboarding process. Reference is made to the Foundation's separate Volunteer Agreement, which will contain applicable waiver and release provisions.

9.6 Photography and Media Release

dreamability Foundation may photograph, video record, or otherwise document program activities, events, and volunteer activities for use in the Foundation's communications, fundraising materials, social media, website content, grant applications, and other organizational purposes. By participating in Foundation activities, program participants, families, and volunteers acknowledge this practice. **If you or your family member do not wish to be photographed or recorded, you have the right to opt out by providing written notice to the Foundation prior to participation in any activity.** Opt-out requests should be submitted to [\[info@dreamabilityfoundation.org\]](mailto:info@dreamabilityfoundation.org).

10. Disclaimers

Disclaimer — Please Read Carefully

The following disclaimers are an important part of these Terms and affect your legal rights. Please read them carefully.

10.1 "As Is" and "As Available"

THE WEBSITE AND ALL CONTENT AND SERVICES PROVIDED THROUGH IT ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DREAM ABILITY FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10.2 No Warranty of Accuracy or Completeness

The Foundation does not warrant that the information, Content, or materials available on the Website are accurate, complete, current, reliable, or free from errors. The Foundation makes no representations regarding the suitability of any information presented on the

Website for any particular purpose. Content on the Website may be subject to change at any time without notice.

10.3 Not Professional Advice

Nothing on this Website constitutes medical, therapeutic, psychological, legal, financial, or other professional advice. The information provided on the Website is intended for general informational purposes only and does not create any professional-client relationship between you and the Foundation. Users should not rely on any information found on this Website as a substitute for consultation with qualified medical, therapeutic, legal, or financial professionals appropriate to their specific circumstances. The Foundation is not responsible for any decisions made, or actions taken or not taken, in reliance on information found on this Website.

10.4 No Guarantee of Uninterrupted Access

The Foundation does not guarantee that the Website will be available at all times, that access will be uninterrupted, or that the Website will be free from errors, viruses, or other harmful components. The Foundation reserves the right to suspend, modify, or discontinue the Website or any feature thereof at any time, with or without notice, for any reason, including for maintenance, upgrades, or operational changes.

10.5 Medical and Therapeutic Decisions

The Foundation expressly disclaims all responsibility for any medical or therapeutic decisions made by users or their families based on information found on this Website. Individuals with special needs and their families should always consult with licensed medical, therapeutic, and special education professionals before making decisions regarding care, treatment, or programming for themselves or their loved ones.

11. Limitation of Liability

11.1 General Limitation

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE COLORADO AND FEDERAL LAW, IN NO EVENT SHALL DREAM ABILITY FOUNDATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR PERSONAL INJURY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE OR ANY CONTENT OR SERVICES PROVIDED THEREON, EVEN IF THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Liability

To the extent any liability of the Foundation is found to exist notwithstanding the foregoing disclaimers, the Foundation's total cumulative liability to you for all claims arising from or related to these Terms or your use of the Website shall not exceed the greater of (a) the total amount of donations made by you to the Foundation in the twelve (12) months immediately preceding the event giving rise to the claim, or (b) One Hundred Dollars (\$100.00).

11.3 Colorado Volunteer Protection Act

In accordance with the Colorado Volunteer Protection Act, C.R.S. § 13-21-115.5, volunteers of the Foundation who are acting within the scope of their volunteer responsibilities and in furtherance of the Foundation's charitable mission may be afforded certain protections from personal liability, subject to the conditions and limitations set forth in that statute.

11.4 Federal Volunteer Protection Act of 1997

Volunteers of the Foundation may also be afforded certain liability protections under the federal Volunteer Protection Act of 1997, 42 U.S.C. §§ 14501–14505, which generally limits the personal liability of volunteers of nonprofit organizations for harm caused in the scope of their volunteer service, subject to the conditions and exceptions set forth therein, including but not limited to exclusions for willful or criminal misconduct, gross negligence, and conduct outside the scope of the volunteer's responsibilities.

11.5 Charitable Immunity Considerations

To the extent that Colorado law recognizes any charitable immunity or other limitation on liability applicable to nonprofit organizations engaged in charitable activities, the Foundation expressly reserves all such rights and protections. Nothing in these Terms shall be construed as a waiver of any immunity, defense, or limitation on liability available to the Foundation under Colorado law.

11.6 Basis of the Bargain

You acknowledge and agree that the limitations of liability set forth in this Section 11 reflect a reasonable allocation of risk between you and the Foundation, are an essential element of the basis of the bargain between you and the Foundation, and that the Foundation would not have made the Website available to you absent these limitations.

12. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless dreamability Foundation and its officers, directors, employees, agents, contractors, volunteers, successors, and assigns (collectively, the "Foundation Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses — including reasonable attorneys' fees and court costs — arising out of or in any way related to:

61. Your access to or use of the Website or any Services;
62. Your violation of any provision of these Terms;
63. Your violation of any applicable federal, state, or local law or regulation in connection with your use of the Website;
64. Your infringement of any intellectual property, privacy, or other rights of any third party;
65. Any content you submit to or through the Website, including user-submitted testimonials, photographs, or other materials; or
66. Any misrepresentation made by you in connection with the Website or any Services.

The Foundation reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate fully with the Foundation in the defense of such matter. This indemnification obligation shall survive termination of these Terms and your cessation of use of the Website.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms, and any dispute or claim arising out of or related to these Terms or your use of the Website (whether in contract, tort, statute, or otherwise), shall be governed by and construed in accordance with the laws of the **State of Colorado**, without regard to its conflict-of-laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.2 Venue

Subject to the arbitration provisions set forth in Section 13.4 below, any legal action or proceeding arising under or relating to these Terms that is not subject to arbitration shall be brought exclusively in the state or federal courts located in the State of Colorado, and you hereby irrevocably consent to the personal jurisdiction and venue of such courts.

13.3 Informal Dispute Resolution

Before initiating any formal legal proceeding, you agree to attempt to resolve any dispute with the Foundation informally. To initiate informal dispute resolution, you must send a written notice to the Foundation at [legal@dreamabilityfoundation.org] describing the nature of the dispute and the relief sought. The Foundation will use good-faith efforts to resolve the dispute within **thirty (30) calendar days** of receiving such notice. If the parties are unable to resolve the dispute informally within that period, either party may proceed to formal dispute resolution as set forth herein.

13.4 Arbitration

If a dispute cannot be resolved informally under Section 13.3, the parties agree to submit the dispute to binding individual arbitration administered by a mutually agreed-upon arbitration provider in accordance with its then-current commercial arbitration rules. The arbitration shall be conducted in the State of Colorado. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The following disputes are excluded from arbitration and may be pursued in court: (a) claims for injunctive or other equitable relief to protect intellectual property rights; and (b) claims that applicable law requires to be resolved in court.

13.5 Opt-Out of Arbitration

You may opt out of the arbitration clause set forth in Section 13.4 by sending written notice of your opt-out decision to [\[legal@dreamabilityfoundation.org\]](mailto:legal@dreamabilityfoundation.org) within **thirty (30) days** of first agreeing to these Terms. Your opt-out notice must include your full name, mailing address, email address, and a statement that you are opting out of the arbitration clause in the dreamability Foundation Terms of Service. If you opt out, any disputes will be resolved in accordance with Section 13.2.

13.6 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If applicable law precludes enforcement of this class action waiver for a particular claim or request for relief, then that claim or request for relief shall be severed from arbitration and may be brought in court, but only on an individual basis.

14. Modifications to These Terms

14.1 Foundation's Right to Modify

Dream Ability Foundation reserves the right, in its sole discretion, to modify, update, amend, or replace any portion of these Terms at any time, for any reason, including to reflect changes in applicable law, website functionality, Foundation programs, or operational practices.

14.2 Effective Date of Changes

Any modifications to these Terms will become effective immediately upon posting to the Website, unless otherwise stated. The "Last Revised" date at the top of these Terms will be updated to reflect the date of the most recent revision. You are responsible for periodically reviewing these Terms to stay informed of any updates.

14.3 Acceptance of Revised Terms

Your continued use of the Website following the posting of any modifications to these Terms constitutes your binding acceptance of those modifications. If you do not agree to the revised Terms, you must immediately cease all use of the Website.

14.4 Notification of Material Changes

For modifications that the Foundation determines to be material — such as changes that significantly affect user rights or obligations — the Foundation will use reasonable efforts to provide advance notice through one or more of the following means: a prominent notice on the Website homepage, a banner notification on the Website, or an email to users who have provided their email address to the Foundation. However, the Foundation is not obligated to notify all users of every change, and your responsibility to review these Terms periodically remains in effect regardless of whether you receive individual notice.

15. Termination

15.1 Termination by Foundation

The Foundation reserves the right, in its sole and absolute discretion, to suspend, restrict, or permanently terminate your access to the Website or any portion thereof, at any time and without prior notice, for any reason, including but not limited to:

- 67. Violation of any provision of these Terms;
- 68. Conduct that the Foundation reasonably believes is harmful to other users, the Foundation, third parties, or the Foundation's reputation;
- 69. Fraudulent, abusive, or otherwise unlawful activity; or

70. Requests by law enforcement or other government authorities.

15.2 Termination by User

You may stop using the Website at any time for any reason or no reason. If you have submitted a volunteer application or program registration and wish to withdraw, please contact the Foundation at [info@dreamabilityfoundation.org].

15.3 Effect of Termination

Upon termination of your access to the Website, your right to use the Website ceases immediately. Any provisions of these Terms that by their nature should survive termination shall continue in full force and effect following termination, including without limitation the following sections:

71. Section 6 (Intellectual Property);

72. Section 10 (Disclaimers);

73. Section 11 (Limitation of Liability);

74. Section 12 (Indemnification);

75. Section 13 (Governing Law and Dispute Resolution); and

76. Section 19 (Entire Agreement).

16. Accessibility

16.1 Commitment to Accessibility

dreamability Foundation is deeply committed to ensuring that its Website is accessible to individuals with disabilities, consistent with the Foundation's core mission of serving individuals with special needs and their families. The Foundation strives to maintain its Website in a manner that complies with:

77. The **Americans with Disabilities Act (ADA)**, 42 U.S.C. §§ 12101 et seq., including applicable standards for digital and web-based accessibility; and

78. The **Web Content Accessibility Guidelines (WCAG) 2.1**, Level AA, published by the World Wide Web Consortium (W3C), as the applicable technical standard for web accessibility.

16.2 Accessibility Feedback and Requests

The Foundation recognizes that accessibility is an ongoing commitment and that the Website may not achieve perfect accessibility in all cases. If you experience any difficulty accessing any part of this Website, encounter content that you believe is not accessible, or require an accommodation in order to access any information or Services, please contact us:

Accessibility Contact: *[accessibility@dreamabilityfoundation.org]*

We will make good-faith efforts to respond to accessibility inquiries promptly and to address identified accessibility issues. Alternative formats of Website content may be made available upon request to the extent reasonably practicable.

16.3 Mission Alignment

The Foundation's commitment to web accessibility is not merely a legal obligation — it is a direct reflection of its organizational mission and values. dreamability Foundation believes that every individual, regardless of ability, deserves equitable access to information, resources, and opportunities. We invite feedback from our community members, including individuals with disabilities and their families, to help us continuously improve the accessibility of our Website.

17. Nonprofit Status and Tax Considerations

17.1 Section 501(c)(3) Status

dreamability Foundation is recognized by the United States Internal Revenue Service (IRS) as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. This designation means that the Foundation is organized and operated exclusively for charitable, educational, and related tax-exempt purposes, and that donations

to the Foundation may qualify for federal income tax deductions to the extent permitted by law, subject to applicable limitations and individual donor circumstances.

17.2 Colorado Nonprofit Corporation Act

The Foundation is incorporated and governed under the **Colorado Revised Nonprofit Corporation Act**, C.R.S. §§ 7-121-101 et seq. The Foundation's operations, governance, and activities are conducted in accordance with its Articles of Incorporation, Bylaws, and applicable provisions of Colorado law.

17.3 Charitable Purpose

The Foundation's charitable purpose is to support individuals with special needs and developmental differences, and their families, through programs, resources, advocacy, and community engagement that promote inclusion, dignity, and quality of life. All funds received by the Foundation are used in furtherance of this charitable mission.

17.4 No Private Inurement

In compliance with the requirements of Section 501(c)(3) and applicable Colorado nonprofit law, no part of the Foundation's net earnings shall inure to the benefit of, or be distributable to, any private individual, director, officer, employee, or other person with a personal or financial interest in the Foundation, except that the Foundation is authorized to pay reasonable compensation for services rendered and to make payments in furtherance of its charitable purposes.

17.5 Annual Reporting

As a Section 501(c)(3) organization, the Foundation files annual information returns (Form 990 or applicable variant) with the IRS and complies with Colorado's charitable solicitation registration requirements as applicable. These public records may be available for review in accordance with applicable law.

18. Contact Information

For any questions, concerns, requests, or communications regarding these Terms or the Foundation's Website, please contact us using the information below:

Contact Type	Details
Legal Name	dreamability Foundation, a Colorado Nonprofit Corporation
Mailing Address	655 S. Sierra Madre St. #473, Colorado Springs, CO 80903
General Inquiries	info@dreamabilityfoundation.org
Legal / Compliance	legal@dreamabilityfoundation.org
Privacy Requests	privacy@dreamabilityfoundation.org
Accessibility	accessibility@dreamabilityfoundation.org
DMCA / IP Notices	legal@dreamabilityfoundation.org
Phone	(719) 425-9890
Website	www.dreamabilityfoundation.org

The Foundation endeavors to respond to all written inquiries within a reasonable period. For urgent legal matters, please direct communications to the Legal / Compliance contact listed above.

19. Entire Agreement

19.1 Entire Agreement

These Terms, together with the Foundation's Privacy Policy (incorporated herein by reference), and any applicable separate Volunteer Agreement, program participation agreement, or other written agreement executed between you and the Foundation, constitute the **entire agreement** between you and dreamability Foundation with respect to your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding the subject matter hereof.

19.2 Severability

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, void, or unenforceable for any reason, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, shall be severed from these Terms. The invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of these Terms, which shall remain in full force and effect.

19.3 Waiver

No failure or delay by Dream Ability Foundation in exercising any right, power, or privilege under these Terms shall operate as a waiver of that right, power, or privilege. No single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver of any provision of these Terms shall be effective unless in writing and signed by an authorized representative of the Foundation.

19.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the Foundation's prior written consent. The Foundation may freely assign or transfer its rights and obligations under these Terms in connection with a merger, acquisition, reorganization, or transfer of assets. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

19.5 Headings

The section headings and titles used in these Terms are for convenience of reference only and shall not affect the interpretation or construction of these Terms.

19.6 Language

These Terms are written in the English language. In the event that these Terms are translated into any other language for informational purposes, the English language version shall control in the event of any conflict or inconsistency.

19.7 Electronic Agreement

You agree that these Terms constitute a valid and binding agreement and that your electronic acceptance — by accessing and using the Website — shall have the same legal force and effect as a written signature, in accordance with applicable federal and Colorado electronic signature and commerce laws, including the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. §§ 7001 et seq.

ACKNOWLEDGMENT

By using this Website, you acknowledge that you have read these Terms of Service in their entirety, that you understand them, and that you agree to be bound by them.

dreamability Foundation | www.dreamabilityfoundation.org | Effective: June 2, 2026
