

Terms

These Terms were last revised on 27th December, 2020: see the changelog.

Definitions · Agreement to Terms

These Terms and Conditions of Use (the "Terms"), as well as the separately available Privacy Policy, which is incorporated by reference into these Terms, apply to your access and use of this Website (www.donaldjenkins.com), and by extension to any subdomains or related websites operated by Donald Jenkins. They establish a framework for what you can expect from us, as well as for what we can expect from you.

Understanding these Terms is important, because, to use this Website, you must accept these terms. If you do not agree, do not use this Website.

Because everyone (not just lawyers) should be able to easily understand the nature of any agreement into which they are entering, we use common language instead of more formal terms throughout this Terms. Here is a table of the key terms:

When we say	We mean
"Donald Jenkins" "we" "us" "our"	Donald Jenkins, the private individual who owns and operates this Website
"this Website"	The website https://www.donaldjenkins.com/ and any other subdomains of the donaldjenkins.com domain
"you" "your"	You, regardless of whether you are an individual, group, or organization, and regardless of whether you are using this Website or any associated services on behalf of yourself or someone else.
"these Terms"	This document, entitled the " <i>Donald Jenkins Terms and Conditions of Use</i> ".
"Personal Information"	Information you provide us or information we collect from you in the context of your use of this Website that could be used to personally identify you. To be clear, while we do not necessarily collect all of the following types of information, we consider at least the following to be Personal Information if it can be used to identify you: (a) name, address, phone number, email address, username, password, identification number on government-issued ID, IP addresses, user-agent information, and credit card number; and; (b) when associated with an identifiable person, any sensitive data such as date of birth, gender, sexual orientation, racial or ethnic origins, marital or familial status, genetic and biometric data, medical conditions or disabilities, political affiliation, and religion.
"third party" "third parties"	Individuals, entities, websites, services, products, and applications that are not controlled, managed, or operated by Donald Jenkins. This includes other users of this Website and independent organisations or groups who help maintain this Website or any other activities engaged in by Donald Jenkins, as well as volunteers, employees, directors, officers, grant recipients, and contractors of those organizations or groups.

Copyright · Licensing

All content and software on this Website is the property of Donald Jenkins, or his content suppliers, and is protected by United States and international copyright laws. This Website contains a mix of software and other material. This software and material consequently falls under one of the following three categories:

- copyright for Donald Jenkins's logos, trademarks and the source code of the Gramercy Theme is reserved;
- the underlying source code used to format and display that content is licensed under the WordPress GNU license;
- the content of this Website itself, other than logos, trademarks and the source code of the Gramercy Theme, is licensed under the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License.

You are granted, consequently, (i) a General License pertaining to the underlying WordPress source code, to access and view this Website for personal use, and (ii) an Additional Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License pertaining to certain types of content on this website, as outlined below.

Logos and Trademarks · Gramercy Theme source code

donaldjenkins.com logos are the property of Donald Jenkins in the United States and other countries. donaldjenkins.com's trade dress, as well as the source code of the Gramercy Theme, may not be used, in connection with any product or service that is not Donald Jenkins's or otherwise, in any manner that is likely to cause confusion or deception among visitors, or in any manner that disparages or discredits Donald Jenkins or donaldjenkins.com. All other logos and trademarks not owned by Donald Jenkins or his affiliates and subsidiaries that appear on this Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Donald Jenkins or by donaldjenkins.com.

General License and Site Access

You are granted a limited license, under the provisions of a WordPress GNU General Public License whose terms you hereby represent that you have read them and consent thereto, to access and view This Website for personal use, but not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of Donald Jenkins. With the exception of the additional rights granted to you the terms of the Additional Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License detailed hereinunder; this license does not include any other rights, including but not limited to the right to any resale or commercial use of this Website or its contents; any derivative use of this Website or its contents; any downloading or copying of information not explicitly authorised by Donald Jenkins; or any use of data mining, robots, or similar data gathering and extraction tools.

You also hereby expressly agree to the following additional conditions governing your use of this Website:

- This Website or any portion of this Website other than the content licensed under the terms of the Additional Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License detailed hereinunder, including, but not limited to, Donald Jenkins's logos, trademarks, site access and the source code of the Gramercy Theme, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Donald Jenkins.
- 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 this Website without the express written consent of Donald Jenkins.
- You may not use any meta tags or any other hidden text utilizing donaldjenkins.com's name or trademarks without the express written consent of Donald Jenkins.

Any unauthorized use of this Website terminates the permission or license granted to you by Donald Jenkins.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of donaldjenkins.com so long as the link does not portray donaldjenkins.com, Donald Jenkins, or his affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any donaldjenkins.com logo or other proprietary graphic or trademark as part of the link without the express written permission of Donald Jenkins.

Additional Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License

Subject to the provisions relating to the underlying source code, as well as to copyright, logos, trademarks and site access outlined hereinabove, the work created by Donald Jenkins and represented by the content of this Website itself is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Permissions beyond the scope of this license may be available.

This Creative Commons license is not a substitute for copyright, but exists independently of it, in the form of a license applied to a work that is and remains protected by copyright. It is not separate from copyright, but instead is a way of easily sharing copyrighted work.

Under the terms of this license, you are free to:

- Share** · copy and redistribute the material in any medium or format.
- Adapt** · remix, transform, and build upon the material.

This license is subject to the following terms:

- Attribution** · You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- NonCommercial** · You may not use the material for commercial purposes.
- ShareAlike** · If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.
- No additional restrictions** · You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

The licensor (this Website) cannot revoke these freedoms as long as you follow the license terms.

You do not have to comply with the license for elements of the material in the public domain or where your use is permitted by an applicable exception or limitation.

No warranties are given. The license may not give you all of the permissions necessary for your intended use. For example, other rights such as publicity, privacy, or moral rights may limit how you use the material.

Learn more about CC licensing, or use the license for your own material.

Third-party copyright

Any content on this Website which is not the property of Donald Jenkins is marked as such. Permission for its use has either been expressly granted or is assumed pursuant to Fair Use. In all other cases, the content concerned is in the public domain (and where applicable is designated as such on this Website), including, but not limited to, works dating back to 1923 or earlier. If you believe any content on this Website does not meet these requirements, you may inform us accordingly as provided at the Digital Millennium Copyright Act Notice Policy section below.

Disclaimer of Warranties and Limitation of Liability

Responsibility of Website Visitors Regarding Content Posted on this Website

We have not reviewed, and cannot review, all of the material posted to this Website, and cannot therefore be responsible for that material's content, use or effects. By operating this Website, we do not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. This Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. This Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. We disclaim any responsibility for any harm resulting from the use by visitors of this Website, or from any downloading by those visitors of content there posted.

Responsibility of Website Visitors Regarding Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which donaldjenkins.com links, and that link to donaldjenkins.com. donaldjenkins.com does not have any control over those non-donaldjenkins.com websites and webpages, and is not responsible for their contents or their use. When this Website links to a non-donaldjenkins.com website or webpage, we do not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

Consequently, Donald Jenkins disclaims any responsibility for any harm resulting from your use of non-donaldjenkins.com websites and webpages. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you and you may have additional rights under the laws of such states.

General Representation and Warranty

You represent and warrant that your use of this Website will be in accordance with the donaldjenkins.com Privacy Policy, with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and with any other applicable policy or terms and conditions.

Indemnification

You agree to defend, indemnify and hold harmless Donald Jenkins, donaldjenkins.com, their contractors, and their licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of this Website, including but not limited to out of your violation of any representation or warranty contained in these Terms and Conditions.

Digital Millennium Copyright Act Notice Policy

As Donald Jenkins and donaldjenkins.com, as part of their Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) policy, ask others to respect their intellectual property rights, they respect the intellectual property rights of others. If you believe that material located on or linked to by donaldjenkins.com violates your copyright, you are encouraged to notify donaldjenkins.com in accordance with donaldjenkins.com's Digital Millennium Copyright Act ("DMCA") Policy. Donald Jenkins and/or donaldjenkins.com will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Donald Jenkins, donaldjenkins.com or others, Donald Jenkins and/or donaldjenkins.com may, at their discretion, terminate or deny access to and use of this Website.

If you believe that content available by means of this Website (as defined in these Terms) infringes one or more of your copyrights, please immediately notify donaldjenkins.com's Copyright Agent by means of a mailed or emailed notice ("*Infringement Notice*") providing the information described below to the address or email address listed below. If Donald Jenkins takes action in response to an Infringement Notice, he will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by such party to Donald Jenkins and/or donaldjenkins.com. Please be advised that you may be held liable for damages based on certain material misrepresentations contained in an Infringement Notice. Thus, if you are not sure content located on or linked to by this Website infringes your copyright, you should consider first contacting an attorney.

All Infringement Notices should include the following:

- A signature, electronic or physical, of the copyright owner or a person authorised to act on their behalf;
- An identification of the copyright claimed to have been infringed;
- A description of the nature and location of the content that you claim to infringe your copyright, in sufficient detail to permit Donald Jenkins and/or donaldjenkins.com to find and positively identify that content;
- Your name, address, telephone number and email address; and
- A statement by you: (a) that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorised by law, or by the copyright owner or such owner's agent; and (b) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorised to act on their behalf.

Infringement Notices should be sent using the contact channels specified below.

Contact information

Snail mail

Owner and Data Controller: Donald Jenkins, 99 Wall Street, Suite 1047, New York NY 10005.

Email

Contact Form on this website.

Applicable Law

By visiting this Website, you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Donald Jenkins or his affiliates.

Changes to these Terms

Because things naturally change over time and we want to ensure our Terms accurately reflects our practices and the law, it may be necessary to modify these Terms from time to time. We reserve the right to do so in the following manner:

If this policy is substantively updated, we will update the text of this page and provide prior notice to you via Donald Jenkins's Twitter feed, if possible at least thirty (30) days in advance.

For minor changes, including administrative or legal changes, as well as corrections of inaccurate statements, we will post the changes and, when possible, provide at least three (3) calendar days' prior notice via Donald Jenkins's Twitter feed.

We ask that you please review the most up-to-date version of our Terms. Your continued use of this Website after these Terms becomes effective constitutes acceptance of these Terms on your part. Your continued use of this Website after any subsequent version of these Terms becomes effective, following notice as outlined above, constitutes acceptance of that version of the Terms on your part.

Questions

If you have questions or concerns regarding these Terms please contact us.