



Indiana Community Development Projects, Inc. Website Terms of Use

Last Updated: August 7, 2026

Introduction and Acceptance of Terms

Welcome to the website (the “**Website**”) owned and operated by Indiana Community Development Projects, Inc. (“**ICDP**,” “**we**,” “**our**,” or “**us**”), an Indiana nonprofit organization. ICDP’s Website is used to support the Community Parks Initiative, a grant making initiative for invited cities and towns in Indiana.

By accessing or using the Website, you agree to be bound by these Website Terms of Use (“**Terms**”) and our [\[Privacy Policy\]](#), which is hereby incorporated by reference. If you do not agree with these Terms or our Privacy Policy, you should not use our Website or any Content (as defined below), services, or functionalities made available on our Website.

THIS AGREEMENT CONTAINS A CLASS ACTION WAIVER THAT REQUIRES DISPUTES TO BE RESOLVED ON AN INDIVIDUAL BASIS (RATHER THAN CLASS ACTIONS OF ANY KIND). BY USING THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE TO THIS WAIVER. SEE THE “CLASS ACTION WAIVER” SECTION BELOW FOR MORE DETAILS.

Changes to Terms

We may revise and update these Terms and/or our Privacy Policy from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms and/or our Privacy Policy means that you accept and agree to the changes. You are expected to check this page periodically, so you are aware of any changes, as they are binding on you.

Eligibility

The Website is offered and available to users who are eighteen (18) years of age or older. By using the Website, you represent and warrant that you are at least 18 years old and are of legal age to form a binding contract with ICDP and that you meet all of the foregoing eligibility requirements. If you are accessing or using the Website on behalf of a city, town, nonprofit organization, or other entity, you represent and warrant that you have the requisite authority to bind that entity to these Terms and to submit grant applications and related materials on its behalf. If you do not meet all of these requirements, you should not use the Website.

Accessing the Website

The Website is operated by ICDP for the purpose of collecting and processing grant proposals submitted by Indiana cities and towns, or by nonprofit organizations partnering with those cities and towns. The Website provides information regarding ICDP’s grant program, application procedures, eligibility criteria, and related resources. The information provided on this Website is for general informational purposes and to facilitate the grant submission process. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. We may collect information that you provide when using the Website, including personal details such as your name, organizational affiliation, contact information, and any other data submitted during the grant application process, for purposes such as processing your grant submissions, evaluating proposals, administering grant programs, and improving our services. Information collected during the grant submission process will be handled in accordance with our Privacy Policy. By using the Website and any of its functionalities, you consent to our collection and use of your information as described in our Privacy Policy.





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User-Generated Content

The Website (and/or third-party websites accessible via or in connection with the Website) allows users to submit materials, data, or information, including but not limited to grant proposals, narratives, budgets, supporting documents, comments, feedback, and other content (collectively, “**User Content**”). To the extent you submit any User Content via or in connection with any third-party website, you may be subject to additional terms or conditions, including terms applicable to such third-party website(s). By submitting User Content through the Website, you acknowledge and agree to the following:

License Grant. By submitting User Content through the Website, you grant ICDP a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, store, process, distribute, display, and create derivative works of your User Content for purposes of operating the Website, grant evaluation, administration, reporting, compliance, auditing, and any other purposes related to ICDP’s nonprofit mission and activities. This license includes the right to share User Content with grant reviewers, board members, advisory committees, funding partners, service providers, and other parties involved in ICDP’s operations and the administration of its programs.

Representations and Warranties. By submitting User Content, you represent and warrant that (a) you own or have all necessary rights, licenses, and permissions to submit the User Content and to grant the license set forth above; (b) the User Content is accurate, truthful, and not misleading; (c) the User Content does not infringe, misappropriate, or violate any third party’s intellectual property rights, privacy rights, or other proprietary rights; (d) the User Content does not contain any material that is defamatory, obscene, unlawful, threatening, or otherwise objectionable; and (e) the User Content complies with all applicable federal, state, and local laws and regulations.

Right to Reject or Request Revisions. ICDP reserves the right, in its sole discretion, to reject, remove, decline to review, or request revisions to any User Content submitted through the Website, for any reason or no reason, without notice or liability to you.

No Guarantee of Funding. Submission of a grant proposal or any User Content through the Website does not guarantee that your application will be reviewed, approved, or funded. All funding decisions are made in ICDP’s sole discretion based on available resources, program priorities, and evaluation criteria.

Confidentiality. ICDP will treat submitted User Content as confidential to the extent permitted by applicable law. However, you acknowledge that ICDP may share your User Content with grant reviewers, board members, advisory committees, funding partners, external consultants, service providers, and other parties as reasonably necessary for the operation of the Website and ICDP’s programs. ICDP shall not be liable for any disclosure of User Content that occurs in connection with the operation and administration of the Website and ICDP’s programs.

Retention. ICDP may retain submitted User Content for recordkeeping, compliance, auditing, reporting, operational purposes, and other purposes related to ICDP’s nonprofit operations, even if any associated grant application is not approved. Retention periods will be determined in accordance with ICDP’s internal policies and applicable legal requirements.





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Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, text, images, graphics, logos, designs, software, and the design, selection, and arrangement thereof) (collectively, “**Content**”) are owned by ICDP, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content, except as necessary to access and use the Website for its intended purpose. Certain names and logos on the Website are trademarks or service marks of ICDP. You must not use such marks without the prior written permission of ICDP. No right, title, or interest in or to the Website or any Content is transferred to you, and all rights not expressly granted are reserved by ICDP. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website in any of the following ways:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To submit any grant application or supporting materials that are fraudulent, misleading, materially inaccurate, or that misrepresent the applicant’s qualifications, capacity, or intended use of funds;
- To use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- To introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- To attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- To use any device, software, or routine that interferes with the proper working of the Website; or
- To otherwise attempt to interfere with the proper working of the Website or any other party’s use of the Website.

Termination and Suspension

ICDP reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to or use of the Website, or any account associated with your use of the Website, at any time, for any reason or no reason, with or without notice, and without liability to you. This right includes, without limitation, the ability to remove or disable access to any User Content or other materials you have submitted through the Website. You may stop using the Website at any time; however, your cessation of use does not relieve you of obligations incurred prior to termination. Upon termination of your access, your right to use the Website ceases immediately, and ICDP may, without obligation to do so, delete or remove your account information and any associated data without liability to you. Any provision of these Terms that by its nature should survive termination shall so survive in accordance with the Survival section below.

Links from the Website

If the Website contains links to other websites or resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access





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any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that access to or files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and safeguards to satisfy your particular requirements for anti-virus protection and accuracy of data input and output.

YOUR USE OF THE WEBSITE, THE CONTENT, AND ANY SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ICDP NOR ANY PERSON ASSOCIATED WITH ICDP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER ICDP NOR ANYONE ASSOCIATED WITH ICDP REPRESENTS OR WARRANTS THAT THE WEBSITE, THE CONTENT, OR ANY SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. ICDP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ICDP DOES NOT WARRANT OR GUARANTEE THAT ANY GRANT APPLICATION SUBMITTED THROUGH THE WEBSITE WILL BE RECEIVED, REVIEWED, CONSIDERED, OR FUNDED.

Limitation on Liability

IN NO EVENT WILL ICDP, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, BOARD MEMBERS, OR SERVICE PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY CONTENT, ANY SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE, OR ANY GRANT APPLICATION OR SUBMISSION MADE THROUGH THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR LOSS OF ANTICIPATED GRANT FUNDING, WHETHER ARISING OUT OF TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE UNENFORCEABLE, THEN, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ICDP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, BOARD MEMBERS, AND SERVICE PROVIDERS, TO ANY PARTY ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100.00).





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Indemnification

You agree to defend, indemnify, and hold harmless ICDP, its officers, directors, employees, volunteers, agents, contractors, board members, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from (a) your violation of these Terms (including the Privacy Policy); (b) your use of the Website; (c) any User Content you submit through the Website, including any claims that your User Content infringes or violates the rights of any third party; (d) any inaccurate, fraudulent, or misleading information submitted through the Website; or (e) your use of any information obtained from the Website.

Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or related to them, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its choice-of-law or conflict-of-law provisions. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the state and federal courts located in Indianapolis, Indiana. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE SHALL BE BROUGHT SOLELY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN OR SEEK RELIEF THROUGH ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS.

Unless both you and ICDP agree otherwise in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Entire Agreement

These Terms, together with the Privacy Policy and any other legal notices or policies published by ICDP on the Website, constitute the entire agreement between you and ICDP with respect to your use of the Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and ICDP with respect to the Website.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms, and all remaining provisions shall continue in full force and effect. To the extent permitted by applicable law, the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving the original intent of the parties. If such modification is not possible, the offending provision shall be severed from these Terms, and the remaining provisions shall be enforced as if the severed provision had never been included.

Survival

The following sections of these Terms shall survive any termination or expiration of the Terms or your access to the Website and shall continue to bind you thereafter: User-Generated Content (solely with respect to the





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license grant to ICDP), Intellectual Property Rights, Disclaimer of Warranties, Limitation on Liability, Indemnification, Class Action Waiver, Governing Law and Jurisdiction, and this Survival provision.

Contact Information

If you have any questions or comments about these Terms, you can contact us at:
Indiana Community Development Projects, Inc.

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indianacpi.org

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