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Acknowledgement. This Site and all information herein is based upon work supported by the National Science Foundation (NSF) under Grant No. EF-1029808, EF-1247476 and EF-1138160.

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Severability. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Electronic Communications. By using NEON's INFORMATION or Site whatsoever, or contacting Us for further information, You consent to receiving electronic communications from Us. These communications may include notices about Your

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NEON is highly sensitive to the privacy interests of others and believes that the protection of those interests is one of its most significant responsibilities. In acknowledgment of its obligations, NEON has adopted the following Privacy Policy applicable to information that it acquires in the course of its business:

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Disclosure to Third Parties. Other than as detailed herein, NEON will provide individually-identifiable information about Site visitors to third parties only if NEON is compelled to do so by order of a duly-empowered governmental authority (including, but not limited to, a court order) or to comply with laws or regulations or in order to provide services You request. In these circumstances, Your information may be divulged without Your consent.

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3. **Functionality Cookies.** These cookies allow Our Site to remember choices You make well browsing Our Site. We may store geographic location to ensure the

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Email Inquiry. If You send an email inquiry to NEON, the return email address is used for the answer. We do not use the return email address for any other purpose and do not share it with any third party.

Protecting children's privacy is especially important to Us. It is Our policy to comply with the Children's Online Privacy Protection Act (COPPA) and all other applicable laws. While individuals under the age of 13 may access and view Our Site and We make every effort to ensure that pages are appropriate for Our audience, We ask that You carefully monitor Your children's activities on the Site. We believe that there is no substitute for proper parental supervision. NEON recommends that children ask a parent for permission before sending personal information to NEON, or to anyone else online.

Verifiable consent from a child's parent or guardian is required before collecting, using or disclosing personal information from a child under the age of 13. We collect no information about You or Your child, other than that detailed in this Privacy Policy, when You visit Our Site unless You choose to provide information to Us. If We need to collect information about a child under 13 years old, the specific web page will specify exactly what information is being collected. The web page will specify exactly what the information will be used for, who will see it, and how long it will be kept.

There are several exceptions that permit collection of a child's email address without receiving parental consent in advance:

- To provide the parents with notice and to seek consent for communications with the child. Note: this may require collection of the parent's email address as well.
- To respond to a one-time request from a child.
- To respond more than once to a child's request; i.e., subscription to a newsletter, however, parental consent is required prior to the second communication.
- To protect the safety of a child who is participating on the Site; i.e., in a chat room.
- To protect the Site or to respond to law enforcement; i.e., in the case of a website compromise.

Personal information about children under 13 years of age may be needed to respond to their communication to us, such as to receive a publication. Personal information about Your child will be destroyed immediately upon completion of its intended purpose.

Finally, We provide many on-line tools and services in support of Our mission. A child under 13 years old may inadvertently provide personal information to one of these services. If this should happen, the information about the child will be deleted immediately as soon as We know of it.

Public Areas of Site. Please remember that any information You may disclose in any public areas of Our Site or on the internet generally becomes public information. You

should exercise caution when deciding to disclose personal information in these public areas.

Hackers. NEON's Site has security measures in place to protect the loss, misuse, and alteration of the information under Our control. While We make every effort to ensure the integrity and security of Our network and systems, We cannot guarantee that Our security measures will prevent third-party "hackers" from illegally obtaining this information.

Contact. If You have any questions regarding Our Site or these Terms of Use, Disclaimer or Privacy Policy, please contact: NEON, Inc., 1685 38th St., #100, Boulder, CO 80301. Email: info@NEONInc.org. Tel: (720) 746-4844.

Last Updated: July 11, 2013