

Website User Agreement

Last Updated: December 1, 2020

THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW: (1) THIS WEBSITE USER AGREEMENT (“USER AGREEMENT”) AND LINKED DOCUMENTS MADE A PART OF THIS USER AGREEMENT, SUCH AS THE PRIVACY POLICY, GOVERN YOUR ACCESS TO AND USE OF THIS WEBSITE (THE “SITE”), TOGETHER WITH ALL THE INFORMATION AND CONTENT AVAILABLE THROUGH THE SITE, AND (2) YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF THIS USER AGREEMENT.

1. SCOPE OF T&C

This User Agreement have been provided by Georgia Mountain Women’s Center, Inc. d/b/a/ Circle of Hope (“Circle of Hope” or “we/us”) to govern your use of the Site, as well as all content available through the Site, including but not limited to, text, graphics, data, information, and other material presented or otherwise displayed, or available, through the Site (collectively known as “Content”).

2. MODIFICATIONS.

We may change, add, or remove portions of this User Agreement at any time. We will post those changes on this page and notify you by email (if we have your email address) or otherwise as required by applicable law. If you do not agree to the changes we have made, please do not use the Site. Your use of the Site after the effective date of any such change constitutes your acceptance of the applicable change. You may not change this User Agreement without our agreement in writing. Please check this User Agreement periodically to inform yourself of any changes.

3. LICENSE AND OWNERSHIP.

This Site and the Content are for your personal, noncommercial use. Circle of Hope or third parties own any and all intellectual property rights associated with the Site or the Content.

4. RESTRICTIONS ON THE USE OF THE SITE.

In addition to the other restrictions set out in this User Agreement, you agree that you shall not:

- Provide false or misleading information via the Site;
- Use or access the Site or Content in any way that may adversely affect the performance or function of the same, or interferes with the ability of authorized parties to access the same; or
- Reverse-engineer, modify, reproduce, republish, or translate the Site or the Content, or re-transmit, resell, or redistribute the Site or the Content.

5. PRIVACY.

We use your information only as described in the Privacy Policy (“Privacy Policy”), which is incorporated in its entirety in this User Agreement. For a complete description of how your personal information may be used on the Site and your choices in this regard, please see the Privacy Policy. We retain information regarding your use of the Site. Your acceptance of this User Agreement constitutes your acceptance of the Privacy Policy. If you object to your personal information being used as described in the Privacy Policy, please do not use our services.

6. USE OF COOKIES.

First party cookies refer to cookies that are set by our Site. We are the only ones with access to this information. Third party cookies or requests allow other third parties to have access to the information collected. These cookies are usually used for analytics and advertising.

A cookie is a small text file containing alphanumeric characters that is downloaded and stored on your computer when you visit websites and uniquely identifies your browser. You do not need to provide us with any personal information if you simply want

to browse through our Site. Like many other websites, we may record information in first party cookies that your web browser routinely shares, such as your browser type, browser language, software and hardware attributes, the date and time of your visit, the website from which you came, the geographical location of the IP address and the pages on this site that you visit. This will generally be data that we collect in order to compile aggregated data as described in the Privacy Policy. We do not normally associate this data with the personal information that you provide to us, but we may do so to investigate apparent fraud or a threat to the Site, our business or our users.

We use third party cookies to collect information about how users use our Site.

For more information on our use of cookies, please see our Privacy Policy.

7. DO NOT TRACK.

Please note we do not change system behavior within the Site in response to browser requests not to be tracked. Please refer to the instructions in your browser in order to determine the appropriate settings in order to signal your preferences in this regard.

8. THIRD-PARTY WEBSITES.

The Site may contain links to third-party websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by us of the content on such Linked Sites. We make no representations or warranties regarding the Linked Sites, and Circle of Hope has no liability for the Linked Sites. Any concerns regarding the Linked Sites must be directed to the applicable site. Your use of Linked Sites is subject to any applicable policies and terms and conditions of use thereof, including but not limited to, the Linked Site's privacy policy.

9. SUBMISSIONS.

We do not accept ideas or content through the Site ("Comments"). If any such Comments are received, you hereby acknowledge that (a) they shall not be considered confidential or proprietary, (b) Circle of Hope and its affiliates shall be under no obligation to keep such information confidential, and (c) Circle of Hope shall have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it may choose.

10. DISCLAIMER OF WARRANTIES.

THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND. NONE OF THE CIRCLE OF HOPE PARTIES MAKES ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY, OR TIMELINESS OF THE SITE OR THE CONTENT.

11. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY OF THE CIRCLE OF HOPE PARTIES OR ANY THIRD PARTIES MENTIONED AT THE SITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, LOST PROFITS, AND/OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL FOUNDATION, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL THE TOTAL LIABILITY OF ANY OF THE CIRCLE OF HOPE PARTIES FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED US\$100.00 (ONE HUNDRED UNITED STATES DOLLARS). TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU UNDER THIS USER AGREEMENT SHALL BE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR UNDER THIS USER AGREEMENT.

12. JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF HABERSHAM COUNTY, STATE OF GEORGIA, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE VENUE OF OR TO THE JURISDICTION OVER ANY SUCH

PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE AND/OR CONTENT SHALL BE LODGED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION SHALL HAVE ARISEN.

13. GOVERNING LAW AND LANGUAGE.

To the fullest extent permitted by law, this User Agreement shall be governed by the internal substantive laws of the State of Georgia, U.S.A. excluding Georgia's conflicts of laws' principles.

14. GENERAL.

If any provision of this User Agreement shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any of this User Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. This User Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns. This User Agreement may not be assigned by you without the prior written consent of Circle of Hope. Circle of Hope may freely assign any or all of its rights and/or obligations under this User Agreement. Nothing in this User Agreement, whether express or implied, shall confer upon any person or entity other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this User Agreement, except that the Circle of Hope Parties are the sole intended third party beneficiaries of this User Agreement.

15. COMPLETE AGREEMENT.

Except as expressly provided in a separate written agreement between you and Circle of Hope or another of its affiliates, this User Agreement constitute the entire agreement between you and Circle of Hope (or such affiliate) with respect to the use of the Site and Content contained therein, and supersede all discussions, communications, conversations, and agreements concerning the subject matter hereof.