

## **WEBSITE TERMS OF USE**

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Habitat for Humanity of Hall County ("We" or "Us") brings people together to build homes, communities and hope. Services offered through the website (the "Site"), at this time, may include providing news stories of the homes being built and the smiling faces of new families that will live in these homes. Through the Site, you may also donate, purchase services and product and sign-up to be a volunteer. In providing these Services, the Site contains various information relating to Habitat for Humanity of Hall County or its third party providers in the form of text, graphics, images, news, data, reports, and other materials ("Content").

### **ACCEPTANCE OF TERMS OF USE**

This Terms of Use Agreement (the "Agreement") states the terms and conditions under which you may use this Site. Please read the Agreement carefully. By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement, do not use the Site.

### **MODIFICATION**

We may modify this Agreement, for example, to reflect changes to our Services for legal, regulatory or security reasons. We reserve the right to amend the Agreement at any time by posting the amended terms on the Site and changing the "last updated" date.

### **USE OF SITE AND CONTENT**

When you visit the Site, review the Content, or participate in the service offered through the Site, you acknowledge that copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights of Us and other parties protect the Content. You may not claim ownership over any Content (whether We own it or such Content is provided, by for instance, by one of our third party providers) by reason of your use of or any right to use the Site. You may not modify, redistribute, sell, or modify any Content, in whole or in part without permission from Us. You may view, print, store, archive, and use the Content on the Site (without alteration, website framing, or redaction) solely for your personal, noncommercial use or for the benefit of Us. We reserve all other uses of the Site.

You will use the Content and the Site for only lawful purposes. You are prohibited from using the Content or the Site to (i) harm or threaten to harm any person or organization; (ii) damage or threaten to damage any network, system, computer, or physical or intangible property; or (iii) perform or threaten to perform any malicious or unethical activity, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation.

### **YOUR INFORMATION**

Our Privacy Policy explains how we treat your data and seek to protect your privacy when we use the services. Additional written terms and conditions posted on the Site or executed in writing

with You, including but not limited to, a Privacy Policy, govern use of the Site and Content and supersede any oral or other communication between the parties concerning the Site and Content.

### **THIRD-PARTY WEBSITES**

The Site provides links to third-party websites ("Third-Party Sites") for specific purposes, such as providing news stories or marketing materials, making donations, purchasing merchandise or scheduling volunteer activities. Visit Third-Party Sites at your own risk and take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs.

While We strive to provide accurate and quality information, we do not endorse any content in a Third-Party Site. **WE ARE NOT RESPONSIBLE FOR THE CONTENT OR SERVICE OF ANY THIRD-PARTY SITE, NOR DO WE MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY OF SUCH CONTENT) OR SERVICE ON ANY THIRD-PARTY SITES, AND WE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.**

Your use of a Third-Party Site and the collection and use of your personal information at such site will be governed by the Third-Party Site's terms of use and/or privacy policy, and not by this Agreement or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to the Third-Party Site's administrator or webmaster.

### **DISCLAIMER OF WARRANTY**

INFORMATION PRESENTED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF US, ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRIBUTORS, OR LICENSEES (COLLECTIVELY THE "SITE PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

NONE OF THE SITE PARTIES WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE, ITS SERVER, OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

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## **LIMITATION OF LIABILITY**

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TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY SITE PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTENT, SERVICE, OR THE AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

## **TERMINATION**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability.

## **MISCELLANEOUS**

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. If We fail to enforce strict performance of any provision of the Agreement, such failure will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between you and Us nor trade practice shall act to modify any provision of the Agreement.

The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or it is barred.