

## **DOWN SYNDROME ASSOCIATION OF ATLANTA TERMS OF USE**

Last Updated: May 2016

### **Acceptance of Terms of Use**

This Terms of Use Agreement (the "Agreement") is entered into by and between you and the Down Syndrome Association of Atlanta ("DSSA").

This Agreement states the terms and conditions under which you may use the DSSA web site (the "Site"). **Please read the Agreement carefully. The Site contains various information relating to DSAA in the form of text, graphics, news, reports, and other materials (tangible or intangible) ("Content"). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement and the Privacy Policy. If you do not agree to the Agreement (or the Privacy Policy), do not access or use the Site.**

DSAA reserves the right to amend the Agreement at any time by posting the amended terms on the Site and updating the "Last Updated" date set forth at the beginning of this Agreement. Your continued use of the Site following the posting of the revised Agreement means that you accept and agree to the changes.

### **Restrictions on Use of Materials**

You acknowledge that the Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of DSAA or any other party (each a "Contributor") who has been involved in the preparation or publication of the Content.

You shall at no time:

- Assert any claims of ownership over any content by reason of your use of or any right to use the Site or grant or create or suffer to exist any lien or other security interest arising therefrom
- Violate any copyright, trademark or any other applicable laws
- Encumber any interest in, or assert any rights to, the Content
- Modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part
- Store electronically any significant portion of any Content
- Use, copy or imitate the Content, in whole or in part, on any other site, including by linking, framing or mirroring, or in any networked computer environment for any purpose without DSAA's prior written approval

- Materially and adversely affect the quality of others' experiences relating to the Site
- Sabotage, or attempt to sabotage, the Site or Content, introduce malicious programs into the Site, DSAA's network or server, engage in any monitoring or interception of data, attempt to circumvent authentication or security of any portion of the Site, DSAA's network or server
- Transmit, receive, upload or use material that violates any intellectual property right or is abusive, indecent, defamatory, harassing, pornographic, obscene, menacing or a breach of confidence, privacy or other similar right
- Use the Site or Content for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law

### **Information About You and Your Visits to the Site**

All information that we collect on the Site is subject to our Privacy Policy, located at [http://www.dsaatl.org/annual\\_report](http://www.dsaatl.org/annual_report). By accessing, browsing and/or using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Donations/Purchases**

All purchases and donations through our Site or other transactions for the sale of goods and services are governed either by our applicable third-party payment service provider's terms. Before making a donation or purchase, please read the applicable terms, which are hereby incorporated into this Agreement.

### **Links to Other Sites**

As a convenience to you, the Site provides links to websites of entities, organizations, and persons with whom DSAA may or may not associate from time to time ("Third-Party Sites") where we believe you will find such information useful or of interest. While DSAA tries to provide accurate and quality information, our decision to link to a Third-Party Site is not an endorsement of the content in the linked Third-Party Site. DSAA IS NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-PARTY WEBSITE, NOR DOES DSAA MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY OF SUCH CONTENT) ON ANY THIRD-PARTY WEBSITES, AND DSAA SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING. You should take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Sites, you do so at your own risk. Once you click on a link connecting you to a Third-Party Site, your use of that Third-Party Site and the collection and use of your personal information at the Third-Party Site will be governed by the Third-Party Site's terms of use and/or privacy policy, and not by the Terms of Use and/or Privacy Policy of this Site. You should direct any

concerns regarding the Third-Party Site to the Third-Party Sites' administrator or webmaster.

### **DISCLAIMER OF WARRANTY**

The Content provided on the Site is provided as a service to members of the public. Information presented on the Site is provided for informational purposes only. No information presented on the Site constitutes legal, financial or medical advice, nor does it create an attorney-client, doctor-patient, fiduciary, or counseling relationship between DSAA and any other party.

YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DSAA, ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY THE "DSAA PARTIES") MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY OR USEFULNESS OF THE SITE AND CONTENT. WITHOUT LIMITING THE FOREGOING, NONE OF DSAA PARTIES REPRESENT OR WARRANT THAT THE SITE OR CONTENT WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE, ITS SERVER, OUR SITE, SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS OR THAT THE SITE OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO YOUR USE OF THE SITE AND THE CONTENT IS ASSUMED SOLELY BY YOU.

NONE OF DSAA PARTIES MAKES ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SITE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF DSAA PARTIES DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL ANY OF THE DSAA PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE SITE, ANY THIRD-PARTY SITES LINKED TO IT, ANY CONTENT ON THE SITE,

OR YOUR RELIANCE ON ANY CONTENT OR INFORMATION OBTAINED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED FROM THIRD-PARTY SITES TO WHICH THIS SITE IS LINKED. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR ANY CONTENT AVAILABLE THROUGH THE SITE.

IN NO EVENT SHALL ANY OF DSAA PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE 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, EVEN IF FORESEEABLE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS DSAA PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

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

### **Indemnification**

You agree to defend, indemnify and hold harmless the DSAA Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement, including but not limited to, any use of the Content or Site other than as expressly authorized in this Agreement or your use of any information obtained from the Site.

### **Copyright Complaints**

DSAA takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you fail to comply with all of the requirements of Section 512(c)(3) of the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512), your DMCA notice may not be effective. The designated agent to receive notification of claimed infringement under the DMCA is: Vanessa Champlin, Executive Director, DSAA Nonprofit, 2221 Peachtree Road NE, Suite D-226, Atlanta, Georgia 30309.

### **Termination**

DSAA reserves the right, in its sole discretion, to restrict, suspend, or terminate the 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. DSAA reserves 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. If DSAA terminates, suspends or restricts your access to the Site, you agree that you continue to be bound by this Agreement.

### **User Must Comply with Applicable Laws**

The Site is based in the State of Georgia. DSAA makes no claims concerning whether the Content may be downloaded or is appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

### **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. DSAA's failure to enforce your strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between parties 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 action relating to the Content, Site or the Agreement must be brought in the federal or state courts located in Fulton County in the State of Georgia, and you hereby irrevocably consent to the jurisdiction of such courts. 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 is barred. The Agreement contains the entire agreement of the parties with respect to the Site and Content and supersedes all existing agreements and all other oral, written, or other communication between the parties concerning its subject matter. You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation.

### **Contact Information**

Please contact us with any questions or concerns regarding this Agreement at:

info@dsaatl.org

2221 Peachtree Street Suite D 226, Atlanta GA 30309

## **DOWN SYNDROME ASSOCIATION OF ATLANTA PRIVACY POLICY**

Last Updated: MAY 2016

Your privacy is of great importance to the Down Syndrome Association of Atlanta (“DSAA”, “we” or “us”). As a user of DSAA’s website (the “Site”), you are valued by DSAA, and we will take appropriate measures to protect the personally identifiable information (“Personal Information”) provided by and collected from you on the Site in connection with the functions, products, services and information offered on the Site.

This Privacy Policy (“Policy”) describes the types of personal information that we collect about you through your use of the Site and how we use and share that information. This Policy applies to personal information, which is information that can be associated with you and used to identify you and may include your name, postal address, e-mail address, telephone number, financial information among other personally identifiable information (“Personal Information”). Personal Information does not include anonymized information or information that you provide that cannot be used to identify you. This Policy does not apply to information collected by: (i) us offline or through means outside of the Site or (ii) any third party, including through any social media platform, payment processor, advertising or content that may link to or be accessible from our Site.

Please read this Policy carefully to understand our policies and practices regarding your Personal Information and how we will treat it. **If you do not agree with this Policy and our practices, your choice is to not use the Site. By accessing or using our Site, you agree to this Policy and the methods in which we use your information.**

### **What Information Does DSAA Collect About Site Visitors?**

At the Site, we do not collect Personal Information from individuals unless they provide it to us voluntarily and knowingly. DSAA gathers data, such as names, addresses, zip/postal codes, e-mail addresses, etc., only when voluntarily submitted by a visitor. Personal Information that we collect falls into three primary categories.

- **Information that You Give Us:** We may receive and store the information that you enter at our Site, provide to us on any webpage or give to us in any other way. You can always choose not to provide some or all of the information that we request. This information is used solely by DSAA and other entities in furtherance of DSAA’s charitable activities.

- Automatic Information: Whenever you interact with the Site, we receive and store certain types of information. For example, we may use "cookies" to obtain information when your web browser accesses this website. A cookie is an alphanumeric identifier, which we transfer to your computer via your Web browser and store on your computer's hard drive. On most web browsers you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie, and how to turn cookies off. Generally the information that we collect from you automatically is statistical and cannot be used to personally identify you; however it may be associated or maintained with Personal Information.
- Email Communications: In order to make the email we send you more helpful and relevant to your interests, we receive and store certain types of information. For instance, if your computer supports this functionality, we may receive a confirmation when you open an email that we send you. We may also receive a confirmation when you follow a hyperlink from one of our email messages to our website. If you want to stop receiving email from us, simply hit reply and type "unsubscribe" in the subject field or contact us by email at the email address provided in the "Contact Information" Section below.

### **Does DSAA Share the Information It Receives?**

We are not in the business of selling information about our Site visitors. We consider this information to be a vital part of our relationship with you and we treat it with great care and respect.

There are, however, certain circumstances in which we may share your data with certain third parties. We will share Personal Information with third parties when (i) the data subject, i.e., the person that the information identifies, expressly authorizes us to share it, (ii) the third-party is performing a function on behalf of DSAA that is directly related to the operation of the Site or to a service or information provided on the Site, and access to such information is necessary to the performance of such function or to the provision of such services or information being provided, or (iii) we are required to by law to do so or in order to protect our rights or property.

Additionally, we may use your Personal Information internally in order to provide, maintain, personalize and improve the Site and any services or products we provide or that you request from us. We may also use your Personal Information to send you news and information about our services or DSAA, to provide you notices and support about your account and to fulfill any other purpose for which you provide the information.

## **Social Media Interaction**

Our Site may integrate with certain social media platforms. When you enable such social media interaction, we may have access to the information you have provided to the applicable social media platform, in accordance with that platform's policies. Your use of any interactive features between our Site and the social media platform enables the sharing of information with your friends or the public, depending on the settings you establish with the applicable social media platform.

## **Access to Information About You**

If you desire to review your own Personal Information, to correct existing Personal Information, or to remove your Personal Information, please contact DSAA via email us using the email address provided in the "Contact Us" section below. If you request removal of your Personal Information, you acknowledge that residual information may continue to reside in DSAA's records and archives, but DSAA will not use retained Personal Information for commercial purposes. Additionally, DSAA reserves the right to maintain your Personal Information, as necessary, if DSAA has suspended, limited, or terminated your access to our website for violating DSAA' Terms of Use.

## **What Choices Do I Have?**

As outlined in this Policy, you can always choose not to provide Personal Information to DSAA; however, doing so may prevent you from making a donation or accessing other valuable features on our Site.

## **Links to Third Party Sites**

You may be able to access third-party websites through links available on the Site. You understand and agree that your use of such third-party sites will be governed by the privacy policies of those sites and not by this Policy. DSAA will not be responsible for the actions of the operators of such third-party websites.

## **Security**

We safeguard the security of your personal information with certain procedures. However, the safety and security of your information also depends on you and, if applicable, we ask that you not share your password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your information, we cannot guarantee the security of your personal information transmitted through or to our Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on or within the Site or Content.



## **Children**

DSAA does not knowingly collect information from children under the age of 13. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Policy by instructing their children never to provide Personal Information on this Site without their permission. If we learn we have collected or received Personal Information from a child under 13 without verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under 13, please contact us using the information provided in the "Contact Us" section below.

## **Notices and Revisions**

Our activities and Site change constantly. This Privacy Policy may change also from time to time. Our use of information that we receive and store is subject to the version of the Policy in effect at the time of our use of such Personal Information. If we decide to change our Policy, we will post the revised Policy on the Site and revise the "Last Updated" date set forth above. You are responsible for periodically visiting this Policy to check for changes. Your continued use of our Site after such changes constitutes your acceptance of the then-effective Policy.

## **Contact Information**

Please contact us with any questions or concerns regarding this Agreement at:

info@dsaatl.org

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