

## Terms of Use

These Terms of Use (the “**Terms of Use**”) govern your access to and use of the website located at <https://ywcaatlanta.org/> (the “**Website**”). The terms “**you**” and “**your**” refer to (a) the individual accessing Website, (b) any electronic agent accessing the Website on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Website; and “**YWCA**”, “**we**”, “**us**” or “**our**” refers to the Young Women’s Christian Association of Greater Atlanta, Inc., d/b/a YWCA of Greater Atlanta.

**These Terms of Use constitute a contract between you and YWCA. By accessing the Website, you acknowledge that you have read and understand these Terms of Use and that you accept and agree to be bound by them in full.**

### Changes to the Terms of Use

We may modify these Terms of Use at any time effective upon posting the revised Terms of Use, along with the revision date, on the Website. Your continued use of the Website thereafter signifies your acceptance to such modified Terms of Use.

The version of these Terms of Use posted on our Website on each respective date you visit the Website will be the Terms of Use applicable to your access and use of the Website on that date. Our electronically or otherwise properly stored copies of these Terms of Use shall be deemed to be the complete, valid, and authentic Terms of Use that were in force on each respective date you visited the Website.

We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to the Website (or any portions, components, or features thereof) to you for any reason at any time, without notice or liability.

### Ownership of the Website and Access License

YWCA owns or has been licensed by third parties to use, all right, title, and interest in and to the Website, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content. “Content” does not include any Third Party Materials (as defined below) or any features or services made available through third party websites.

The Website is proprietary to YWCA and is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries. YWCA grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Website solely for your personal or internal use. All rights not expressly granted to you in these Terms of Use are reserved and retained by YWCA.

### Privacy Policy

You agree to review the website Privacy Policy posted on this Website, which can be accessed here: <https://drive.google.com/file/d/1Otr5jGR4j9XztEXM6a5fX1o9IZ4lNRJf/view>

### Use of the Website

You represent and warrant to YWCA that all information that you provide to us in connection with your access to and use of the Website will be true, accurate, and complete.

Further, you agree you will not do or attempt to do the following in connection with the Website:

- (a) Use the Website for any unlawful, unauthorized, fraudulent or malicious purpose, or any purpose other than as intended;
- (b) Transmit any data or content that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, that may invade another's right of privacy or publicity, infringe upon another's intellectual property rights, or that you otherwise do not have a right to transmit;
- (c) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any YWCA representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) Upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) Use any of the Website's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (f) Upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (g) Violate any applicable local, state, national or international law;
- (h) Probe, scan, test the vulnerability of or breach the authentication measures of, the Website or any related networks or systems;
- (i) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (j) Cause the Website or any Content to be displayed in any way that is disparaging to YWCA otherwise imply or state that any type of relationship or special arrangements exist with YWCA and any other entity without YWCA's consent;
- (k) Use any logo or trademark of YWCA as a hyperlink "button", or in any other manner, without YWCA's express prior written consent;
- (l) Harvest or otherwise collect information about others, including e-mail addresses;
- (m) Copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in or access to the Website;
- (n) Attempt to gain any unauthorized access to the Website, including any associated computer systems, software, or networks, or use the Website in a way that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; or
- (o) Use any robot, spider, scraper, or other automated or manual means to access the Website, or copy any Content or information thereon.

### **Accounts**

In order to utilize certain Services, you may need to set up an account (including establishing a login ID and password). You may only establish an account on the Website if you are age 18 or older. You are responsible for maintaining the confidentiality of your account information, including your login ID and

password, and for any and all activity that occurs under your account or login ID. You agree to notify YWCA immediately upon learning of any unauthorized use of your account, login ID, or password or any other unauthorized access or breach of security. You may not use any other user's account, login ID, or password at any time. You may not transfer or assign your account. You may be held liable for losses incurred by YWCA or any other person or entity due to another person using your account, login ID, or password. We reserve the right to suspend or terminate your account in the event that you breach any of these Terms of Use.

### **Submissions**

Any information, communications, or material of any type or nature that you submit to or post on the Website (each, a "**Submission**") is done at your own risk and without any expectation of privacy. YWCA does not own any Submissions provided via the Website. You are fully responsible for all Submissions, which must comply with these Terms of Use. You grant YWCA a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, such Submissions (or any content or materials contained therein). You hereby represent and warrant that you have the legal right to make such Submissions, and such Submissions do not contain confidential or proprietary content of any third party. YWCA reserves the right to monitor Submissions as it deems appropriate and to remove any Submissions posted on the Website for any reason in its sole discretion.

### **Electronic Communications**

When you use the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

### **Disclaimers**

The information and materials available through the Website are for informational and educational purposes only. You acknowledge and agree that your use of the Website is at your own risk.

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

YWCA DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE IS ACCURATE, CURRENT, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE, THAT IT IS OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. YWCA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR

ANY ERRORS OR OMISSIONS IN THE CONTENT. YWCA SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE WEBSITE.

**Limitation of Liability**

IN NO EVENT SHALL YWCA, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING (COLLECTIVELY, THE “YWCA PARTIES”), BE LIABLE TO YOU FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE WEBSITE; (B) THE SECURITY OF THE WEBSITE; (C) THE USE, COPYING, OR DISPLAY OF THE WEBSITE OR THE TRANSMISSION OF INFORMATION TO OR FROM THE WEBSITE OVER THE INTERNET; (D) YWCA’S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS OF USE AND THE WEBSITE; (E) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY YOU, OTHER USERS OF WEBSITE, OR OTHER THIRD PARTIES; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE WEBSITE.

UNDER NO CIRCUMSTANCES SHALL ANY OF THE YWCA PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE WEBSITE, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F), OR ANY OTHER CAUSE BEYOND THE CONTROL OF YWCA, EVEN IF YWCA WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF YWCA PARTIES, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF ANY OF THE YWCA PARTIES IS FOUND LIABLE TO YOU AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THE WEBSITE, THE YWCA PARTIES’ CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

**Indemnification**

You agree to indemnify, defend and hold the YWCA Parties harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including attorneys’ fees), brought by any third party in connection with or arising out of content, data, or information that you submit, post to, or transmit through the Website, your access to and use of the Website, your violation of these Terms of Use, your violation of any applicable law, regulation or code, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

**Linked Websites**

Certain hyperlinks may be provided on the Website that link to other websites or social media platforms which are not under the control of YWCA (the “**Linked Websites**”). YWCA does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of

the Linked Websites. YWCA disclaims all liability arising in connection with such Linked Websites, and makes no representations or warranties with respect to any products or services made available through any Linked Websites. Your use of Linked Websites is subject to the terms and conditions of such Linked Websites.

### **Disclaimer of Third Party Information**

To the extent that any information, material, or functionality on the Website is provided by third party content providers (“**Third Party Materials**”), YWCA has no responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. YWCA does not represent or endorse the accuracy or reliability of any information provided by any third party (including any Submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with YWCA.

### **General**

These Terms of Use constitute the entire agreement with respect to your access to and use of the Website. You agree that you shall not contest the admissibility or enforceability of YWCA’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by YWCA shall not be deemed to be a waiver of any other provision of these Terms of Use. Any rights not expressly granted herein are reserved.

### **Governing Law/Jurisdiction/Claims Limitation**

These Terms of Use shall be governed by and construed under the laws of the State of Georgia, without regard to conflicts of laws, principles. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Fulton County, Georgia for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Use or otherwise in connection with these Terms of Use or otherwise related to or in connection with your access to and use of the Website. You further expressly waive any claim that venue is improper for any reason in these courts. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the Website must be commenced within one year after the cause of action arises.

### **Contact Us**

If you have any questions or would like more information, please contact us at <https://ywcaatlanta.org/contact-us-2/>. To provide notices to us in connection with these Terms of Use, please contact us by mail at: **YWCA of Greater Atlanta, 957 N. Highland Avenue, N.E., Atlanta, GA 30306.**

### **Last Updated**

These Terms of Use were last updated on June 18, 2018.