

WEBSITE TERMS OF USE

Website © 2023 Forsyth Community Clinic, Inc.

Last updated: November 27, 2023

1. Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you agree to use this website (the “Site”). Please read the Agreement carefully. The Site contains various information relating to Forsyth Community Clinic, Inc. (“Forsyth Community Clinic,” “We,” “Our,” “Us,” or “the Organization”) in the form of text, graphics, images, videos, news, data, articles, newsletters, workshop materials, and other materials (“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. If you do not accept the terms of the Agreement (and thus do not agree to be bound by the Agreement), do not use the Site. We reserve the right to amend this Agreement at any time by posting the amended terms on the Site and changing the “last updated” date.

2. Use of Site and Content

We reserve the right to review, improve, amend, or change the Site at Our discretion and without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period.

You acknowledge that copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights of Forsyth Community Clinic and other parties protect the Content. For any Content that We own, you acknowledge that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You shall not claim ownership over any Content by reason of your use of or any right to use the Site or create or change the status of any lien or other security interest or legal rights. You may not modify, redistribute, sell, or modify any Content, in whole or in part, without Forsyth Community Clinic’s express written permission. 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 Forsyth Community Clinic. 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.

3. Third-Party Websites

The Site may provide links to various third-party websites (“Third-Party Sites”) for specific purposes, including but not limited to making donations, joining or scheduling activities, viewing third party content, creating a social media account, or obtaining additional resources in support of or relating to Forsyth Community Clinic’s mission. While We strive to provide accurate and quality information, **We do not endorse any content in a Third-Party Site. We also are not responsible for the content 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) on any Third-Party Sites, and We shall have no liability of any nature whatsoever in relation to any of the foregoing.** When you visit Third-Party Sites, you do so at your own risk. Please take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs.

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 that site's administrator or webmaster.

4. Social Media Sites

The Site may also provide links to officially monitored and curated social media channels that also display Content from the Organization. Your use of the Organization's Content posted on social media channels is also subject to this Agreement, and your use of the social media platforms are subject to their own applicable terms of use.

5. 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 and entertainment 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 Forsyth Community Clinic and you or any other party. You acknowledge and agree that the Site and the Content therein are provided on an "as is" and "as available" basis. None of Forsyth Community Clinic's officers, directors, employees, agents, volunteers, contributors, or licensees (collectively the "Site Parties") guarantees the accuracy, completeness, or usefulness of any of the Content. There are no third-party beneficiaries to this agreement.

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.

None of the Site Parties makes any, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, 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 the Site 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 that cannot be excluded or limited under applicable law.

6. Limitation of Liability

Under no circumstances will Forsyth Community Clinic or any Site Parties be liable for any loss or damage caused by your reliance on information obtained through the Content on 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 Content available through the Site.

In no event shall Forsyth Community Clinic or any Site Parties be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating to the Content or this Agreement, whether based on warranty, contract, tort, or any other legal theory.

In those jurisdictions that do not allow the exclusion or limitation of liability for negligence, consequential, or incidental damages, the liability of Forsyth Community Clinic and any Site Parties is limited to the greatest extent permitted under that jurisdiction's applicable law.

Your sole and exclusive remedy for dissatisfaction with the Site or any of the Content is to stop using the Site.

7. Indemnification

You agree to indemnify, defend, and hold harmless the Organization and its affiliates, licensors, and service providers, as well as their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, judgments, damages, expenses, losses, or liabilities arising out of or relating to your violation of this Agreement or your use of the Site, including, but not limited to, user submissions and any use of the Content and services outside what has been expressly authorized in this Agreement.

8. 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.

9. User Must Comply With Applicable Laws

We make no claims concerning whether the Site or Content may be viewed, printed, archived, downloaded, or used outside of the United States or otherwise outside of Our intended service area. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

10. 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 Forsyth Community Clinic nor trade practice shall act to modify any provision of the agreement.

The disclaimers and limitations of liability will survive any termination or expiration of the agreement. **It is expressly understood and agreed that in the event any remedy hereunder is determined to have failed its essential purpose, all limitations of liability and exclusions of damages will remain in effect.**

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 Atlanta, Georgia, or the county in which We primarily operate, 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 else such cause of action is barred.

Additional written terms and conditions posted on the Site or executed in writing, including but not limited to, a Privacy Policy, govern the use of the Site and the Content and supersede any oral or other communication between the you and Forsyth Community Clinic or any Site Party concerning the Site and Content.

WEBSITE PRIVACY POLICY

Website © 2023 Forsyth Community Clinic, Inc.

Last updated: November 27, 2023

Forsyth Community Clinic, Inc. (“Forsyth Community Clinic,” “We,” “Our,” “Us,” or “the Organization”) understands the importance of protecting your privacy. We want to make sure that you understand what type of information is gathered and tracked, and how the information is used and with whom the information is shared. This privacy policy (“Privacy Policy”) describes how We collect and use information about Our online visitors and what choices you have regarding Our use of your information.

This Privacy Policy applies to all information collected through your communications with the Organization, whether electronic, written, or oral. By accessing Our Site, you accept the practices described in this Privacy Policy.

If you have a concern or question about this Privacy Policy, about privacy at the Site, or to inquire about any Personal Information (defined below) you provided us, please send an email with your question or concern to info@forsythcommunityclinic.org.

We may update this Privacy Policy from time to time and will update the “Last updated” date above. By visiting this website or using Our mobile application (the “Site”), you accept the practices described in this Privacy Policy.

1. What Information Do We Collect?

The Organization collects information that identifies you as an individual or information which is linked or linkable to you as an individual, which will collectively be referred to throughout this Privacy Policy as “Personal Information”. We collect Personal Information from individuals, such as visitors, volunteers, or donors, when you provide it voluntarily. Personal Information can include data such as names, addresses, ZIP codes, telephone numbers, birthdays, demographic information, and e-mail addresses.

We may also collect non-personal information about our online visitors using “cookies”, pixels, web beacons, and other technologies that operate automatically when you visit our website. We use this information to give our Site visitors and users a more relevant experience and to help us make technical improvements. If you do not want us to collect information using cookies, you can disable this function in your browser. If you block cookies from us, however, you may not be able to see personalized content and our website may not function optimally. You can stop collection of information by mobile applications easily by uninstalling the application or adjusting your privacy settings on your mobile device.

If you would like more information about what Personal Information we collect, would like us to stop using your Personal Information, or simply wish to unsubscribe from our mailing list, please contact us at the contact email address noted above.

Please note that we do not intentionally request or collect information from, or direct this Site to, people under 13 years old or people outside of the United States of America. If you believe that you have (or if you are a parent/guardian of a minor and believe that your child has) submitted Personal Information to the Organization without your consent and you would like this information restricted or removed, please contact us at the email address noted above.

2. What Do We With The Information Collected?

We use Personal Information in support of the Organization’s mission. Uses may include contacting you about programs and activities and requesting and facilitating donations.

We may also disclose Personal Information that we collect or you provide as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support the Organization.

- With analytics and search engine providers that assist us in the improvement and optimization of our services.
- With trusted third-party companies and individuals.
- With other non-profits.
- In the event that we sell or buy any business or assets, in which case we will disclose your Personal Information to the prospective seller or buyer of such business or asset.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We work with third parties to provide credit card, bank, payment and information processing services and order fulfillment services with their own applicable privacy policies. For instance, if you choose to make a donation online, we will share your personal information with our processing service providers.

3. Data Security

Forsyth Community Clinic recognizes the importance of protecting the Personal Information gathered from users in the operation of this website and takes reasonable steps to maintain the security, integrity, and privacy of any information collected. Although We employ reasonable measures in connection with the collection, storage, and disclosure of information through the website, you should be aware that the confidentiality of any communication or material transmitted to/from Forsyth Community Clinic through this website or by e-mail cannot be guaranteed. It is your responsibility to secure your credentials such as log-in ID and password. By submitting your information to Forsyth Community Clinic you consent to the practices described herein.

4. Links to Third-Party Sites

We sometimes provide links to third-party websites, such as payment providers or unaffiliated organizations, whose privacy practices may be different from the Organization's. This Privacy Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third-parties. You understand and agree that your use of such third-party sites will be governed by the applicable privacy policies of those sites and not by this Privacy Policy. We are not responsible for the content or policies of third-party websites or for acts or omissions of third-parties. Please check with these third-party organizations or companies for their specific privacy policies.

5. Questions?

If you have any questions about this Privacy Policy or how We handle your information, please contact Us at info@forsythcommunityclinic.org