

# Web Site Terms and Conditions of Use

## STATEMENT OF RIGHTS AND RESPONSIBILITIES

This Statement of Rights and Responsibilities (“Statement”) governs our relationship with users and others who interact with South Georgia Medical Center Foundation’s website (“SITENAME”). By using or accessing SITENAME, you agree to this Statement.

### 1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use SITENAME to share with others and how we collect and can use your content and information. We encourage you to read the privacy policy, and to use it to help make informed decisions.

### 2. Sharing Your Content and Information

You own all of the content and information you post on SITENAME, and you can control how it is shared through your application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos (“IP content”), you specifically give us the following permission, subject to your application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with SITENAME (“IP License”). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you publish content or information using SITENAME users’ will have access to that information and we may not have control over what they do with it.
4. We always appreciate your feedback or other suggestions about SITENAME, but you understand that we may use them without any

obligation to compensate you for them (just as you have no obligation to offer them).

### **3. Safety**

We do our best to keep SITENAME safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on SITENAME.
2. You will not collect users' content or information, or otherwise access SITENAME, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on SITENAME.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
8. You will not use SITENAME to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not do anything that could disable, overburden, or impair the proper working of SITENAME, such as a denial of service attack.
10. You will not facilitate or encourage any violations of this Statement.

### **4. Registration and Account Security**

SITENAME users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will keep your contact information accurate and up-to-date.
2. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

### **5. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on SITENAME that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on SITENAME if we believe that it violates this Statement.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
5. You will not use our copyrights or trademarks or any confusingly similar marks, without our written permission.
6. You will not post anyone's identification documents or sensitive financial information on SITENAME.
7. You will not send email invitations to nonusers without their consent.

## **6. Termination**

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of SITENAME to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

## **7. Disputes**

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or COMPANY\_NAME exclusively in a state or federal court located in COMPANY\_CITY, COMPANY\_STATE. The laws of the State of COMPANY\_STATE will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in COMPANY\_COUNTY, COMPANY\_STATE for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on SITENAME, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP SITENAME SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING SITENAME "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT SITENAME WILL BE SAFE OR SECURE. COMPANY\_NAME OR ANY OF ITS SUBSIDIARIES, AFFILIATES OR CONTENT PROVIDERS ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR SITENAME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR SITENAME WILL NOT EXCEED THE GREATER OF TEN DOLLARS (\$10) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SITENAME'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States or the United Kingdom:

1. You consent to having your personal data transferred to and processed in the United States or the United Kingdom.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated

Nationals you will not engage in commercial activities on SITENAME (such as payments for contents).

## 9. Definitions

1. By “COMPANY\_NAME” we mean the features and services we make available, including through (a) our website at SITENAME and any other South Georgia Medical Center branded or cobranded websites (including subdomains, international versions, widgets, and mobile versions and (b) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By “us,” “we” and “our” we mean South Georgia Medical Center Foundation, Inc.
3. By “information” we mean facts and other information about you, including actions you take.
4. By “content” we mean anything you post on SITENAME that would not be included in the definition of “information.”
5. By “data” we mean content and information that third parties can retrieve from SITENAME or provide to SITENAME.
6. By “post” we mean post on SITENAME or otherwise make available to us (such as by using an application).
7. By “use” we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By “active registered user” we mean a user who has logged into SITENAME at least once in the previous 30 days.
9. By “application” we mean any application or website that uses or accesses SITENAME, as well as anything else that receives data.

## 10. Other

1. This Statement makes up the entire agreement between the parties regarding SITENAME, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

7. Nothing in this Statement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.