

# Terms of Use

These terms were last updated on and are effective as of 05/11/2024.

## Contact Us

If you have any questions about this document, please contact us at (828) 835-34444.

This contract covers the terms and conditions that apply to your use of all the sites and services owned or operated by the Choices of WNC, Inc, and affiliated organizations and any other site that we have owned or operated, do own and operate, or may own or operate in the future (collectively, the "sites"). By using this website, you are agreeing to these terms.

## Governing Law

The terms of use and privacy policy set forth in the sites is governed and interpreted under the laws of the United States of America and the State of North Carolina, without giving effect to its conflicts of law's provisions. If any portion is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. At our sole discretion, we can replace or amend such provisions with another provision. This sets forth the entire understanding and agreement between us concerning the sites and any materials, communications, transmissions, or posting to the sites.

## Changes to the Terms

We reserve the right to revise the policy at any time by updating this posting. You agree to be bound by any such revisions should periodically read and review the same.

If we change our policies, we will post those changes to this statement, the home page, and/or other places we deem appropriate, so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

## Privacy Policy

We are committed to protecting the privacy and security of our site users. Please see our privacy policy, which will advise you about how we protect your personal information and your choices concerning our use of such information. By using our sites, you consent to process your information as set forth in this privacy policy, now and as amended by us.

## Disclaimers

The services, products, and materials on this site are provided "as is" and without express or implied warranties. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Neither we nor our respective licensors or suppliers warrant that any functions contained in the sites will be uninterrupted or error-free, that defects will be corrected, or that the sites or the server that makes them available are free of viruses or other harmful components. Neither we nor our respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products, or materials on this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or respective licensors or suppliers) assume the entire cost of all necessary servicing, repair, or correction to your system. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## Limitation of Liability

Under no circumstances, including but not limited to negligence, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the sites or any products or services provided pursuant to the sites, even if advised of the possibility of such damages. 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 no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the sites.

## **Warranties**

The reference materials and site information are intended only for your personal information. We make no representations or warranties about the site's content, information, or other material accessed through the sites. **Information Obtained Through the Sites Does Not Constitute Medical, Legal, or Other Professional Advice.**

## **Indemnification**

You agree to defend, indemnify, and hold our organization and all our affiliates, staffs, directors, officers, agents, material or communication providers, and internet service providers harmless from any losses, liabilities, claims, expenses, and damage awards, including, but not limited to attorneys' fees, that arise from any claim, action, or demand, by your use of or in connection with the submission, transmission, posting, broadcast, or other communication with or to the sites.

The information on these sites or transmitted electronically in response to your message is not intended nor implied to constitute medical advice, diagnosis, or treatment. Always visit or speak to a qualified health service provider in person before starting any new treatment or with any questions regarding a medical condition. These sites do not directly or indirectly practice medicine or dispense medical advice as part of this service. In addition, nothing contained in these sites is intended to be or constitutes legal advice, and users should always seek the advice of an appropriate attorney or other professional regarding individual questions or concerns of a legal or professional nature. We assume no liability for any diagnosis, treatment, decision made, or action taken in reliance upon information contained in these sites or any other internet sites linked to it in any way.

## **Links**

These terms and conditions apply only to our sites and not to the sites of any other companies or organizations, including those to which any of the sites may link. We are not responsible for the availability of any other site to which any of the site's links. We do not endorse or take responsibility for the contents, advertising, products, or other materials made available through any other site. We are not responsible for the content of any sites which may be linked to our sites. These links are provided for your convenience only, and you can access them at your own risk.

## **Copyright**

We respect the intellectual property rights of others and require that the people who use the sites do the same. All text, graphics, video, source code, and editorial content on sites are proprietary to our organization. These materials are protected by U.S. copyright and, except those items acknowledged as proprietary to others, may not be used, copied, transmitted, or reproduced in whole or in part without the express written consent of our organization. Our text, graphics, video, source code, and editorial content not explicitly authorized for any reason or purpose is strictly prohibited. Unauthorized use of the text, graphics, video, source code, and editorial content may violate trademark, copyright, civil and criminal statutes, and privacy and publicity laws. Unless we say otherwise, you may access the materials within the sites only for personal use. When you download copyrighted material, you do not obtain any ownership rights in that material. We reserve all rights under United States and international laws.

# Privacy Policy

The center respects your privacy. We seek to protect your privacy and comply with all applicable laws.

This privacy policy was last updated and is effective as of 05/11/2024.

## Contact Us

If you have any questions about this document, please contact us at 828-835-3444.

## Changes to the Terms

We reserve the right to revise the policy at any time by updating this posting. You agree to be bound by any such revisions and should periodically read and review the same.

If we change our policies, we will post those changes to this statement, the home page, and/or other places we deem appropriate so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

This policy applies to personal information. Once information is de-identified, it is no longer personal and not subject to this policy.

## Collection of Information

We may request personal identification information from you in connection with your use of, or participation in, scheduling appointments, communications, requests for information or suggestions, visitors' requests for free products or services, or additional information (including via email to us and social media reviews/tags). In connection with other activities, services, or resources we make available on any of our sites. We only collect information that is reasonably related to and necessary for our services.

The information we collect may include name, street address, telephone number, email address, date of birth, donation information such as debit or credit card information, health information needed for making the appointment, and location of your device.

In all these cases, we will collect your personal identification information only if you voluntarily submit such information to us. We will never intentionally disclose any personal identification information about you as an individual user to any third party without your permission. We do not sell or otherwise share your data with third parties. Though we make every effort to preserve user privacy, we may need to disclose personal information wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order, or a legal process. We may share aggregated demographic information not linked to any personally identifiable with others.

This collected information includes what you voluntarily provide to us and may include information automatically sent by your device as you engage with this website (log data).

We and our service providers may automatically collect certain technical information from your computer or mobile device over time and across different websites when you use the sites using cookies or similar technologies, such as your internet protocol address, your browser type, your operating system, the pages you view on the sites, etc. This information allows us and our service providers to recognize you and personalize your experience if you return to the sites, to improve the sites and the services we provide, to provide you with advertisements targeted to your interests, to investigate technical issues with the web server, or to prevent unauthorized or malicious traffic.

## **Use of Information**

The center may use, hold, and disclose information to customize your use of our website, to contact you, to utilize it for market research/analytics, to allow access to our website and social media platforms, to provide you with services, and to communicate with you about your appointment. In addition, we may aggregate data of our website visitors with other data from trusted resources.

## **Information Storage**

Information is safely stored for the period we need to serve you properly. It will be deleted or de-identified after that time.

## **To Whom We Disclose Your Information**

We may disclose the information we collect from or about you:

- to service providers who work on our behalf.
- as required by law.
- when required to protect our rights or your safety or the safety of others, or to detect, prevent, or respond to misuse of our sites.
- In a de-identified, aggregated form with other user data, to national affiliations or third parties for reporting and research purposes.

## **Parental Permission**

Some of the information available on the sites concerns the topic of sex and may not be appropriate for children. Further, the sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access.

## **Security (*The center needs to ensure that information is Secure Sockets Layer encrypted or customize this accordingly.*)**

These sites take commercially acceptable precautions to protect users' information from theft, loss, or modification. When users submit sensitive information via the sites, we make great effort to ensure their information is protected online and offline (although no form of electronic transmission is 100% secure).

When any registration/donor/appointment/chat form asks users to enter sensitive information (such as credit card numbers), that information is SSL encrypted. While we use SSL encryption to protect sensitive information online, we also aggressively protect user information offline. Only ministry staff who need the information to perform a specific job (for example, our billing clerk or a customer service representative are granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment. If there is a data breach, we commit to compliance with applicable law.

## **Your Choices**

The site may use cookies (data stored in the web browser for use on the website later). If you do not want the sites to collect information using cookies, you can set your web browser to reject cookies from the sites. If you wish to review or correct the contact information, we have on file for you or inform us how you wish your contact information to be used, please contact our staff using the contact information in this policy. When you contact us or otherwise submit content via the sites, if you desire to remain anonymous, you should not tell us your name. To protect your privacy, do not provide any information you think may identify you or others.

If you sign up for our email list, you will have the ability to opt out of the list. If any of the information we have is incorrect, please contact us using the contact details in this policy. If there has been a possible breach, please contact us with the details and we will comply with applicable investigation and responses. You have the right to file a complaint with us and the proper regulatory agencies.