

Last Updated: November, Dec 27, 2022.

Science for Georgia Website Terms of Use

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2. **Modifications.** We reserve the right to modify the Site and the rules and regulations governing its use at any time, including, without limitation, these Terms. Modifications will be posted on the Site and the “Last Updated” date at the top of this webpage will be revised. You understand and agree that if you use the Site after the date on which the Terms have changed, we will treat your use as acceptance of the updated Terms. We may make changes in the services described in the Site at any time without prior notice to you.

3. **Restrictions on Use.** You will not use the Site for any use other than the business purpose for which it was intended. You will not, and will not permit any third party to, take any of the following actions with respect to the Site or the server hosting the Site nor will you use our Site to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Site in any manner that: (i) uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise; (ii) decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Site or server hosting the Site; (iii) manipulates or otherwise displays the Site by using framing, mirroring or similar navigational technology or directly links to any portion of the Site other than the main homepage (i.e. deep-linking) located at [(<https://scienceforgeorgia.org/>)]; (iv) uses any robot, spider, scraper or other automatic or manual means to access the Site or copies any content or information on the Site; (v) removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors; (vi) modifies, adapts, improves, enhances or makes any derivative work from the Site; (vii) disables, overburdens, impairs or otherwise interferes with or interrupts the Site or any hardware, software, system or network connected with the Site; (viii) probes, scans, or tests the vulnerability of or breach the authentication measures of the Site or any related networks or systems; (ix) interferes with any other party’s use and enjoyment of the Site; (x) infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (xi) compiles, uses, downloads or otherwise copies the Site or any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) the Site or such information to any third party; (xii) is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (xiii) promotes or provides instructions for illegal activities; (xiv) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (xv) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xvi) attempts to gain unauthorized access to any computer systems or networks connected to any server or systems through hacking, password mining or any other means; or (xvii) accesses systems, data or information that we do not intend to be made accessible to you.

4. **Privacy Policy.** You may view a copy of our privacy policy here <https://scienceforgeorgia.org/terms/> (“**Privacy Policy**”), which explains our practices relating to the collection and use of your information through or in connection with our Site. The Privacy Policy is incorporated into these Terms, and governs our use of your information and/or any information you submit or otherwise make available to us in connection with the Site.

5. **Access.** You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Site, and we reserve the right to change the access configuration of the Site at any time without prior notice.

6. **No Warranties.** THE SITE AND ALL MATERIALS ON THE SITE ARE PROVIDED TO YOU ON AN “AS-IS,” “AS-AVAILABLE”

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9. Violation of Rules and Regulations; Disclosure of Information. We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Site, including, without limitation, these Terms, including the right to block access from a particular Internet address to the Site. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to: (i) disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request; or (ii) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion.

10. Indemnity. You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, agents, employees, contractors, partners and licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable attorneys’ fees, due to, relating to, or arising out of: (i) your use of the Site; (ii) your violation of these Terms; (iii) any Content you provide; (iv) your negligence, fraud, or willful misconduct; and/or (vi) your violation of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter. This indemnification will survive any termination of these Terms.

11. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, SERVICES AND/OR PRODUCTS WE HAVE PROVIDED TO YOU ON OR THROUGH THE SITE, WHETHER OR NOT YOU HAVE PURCHASED OR PROVIDED ANY CONSIDERATION FOR SUCH, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO: (A) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY’S USE OF THE SITES; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (C) ANY DAMAGE TO YOUR OR ANY OTHER USER’S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; (D) RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH USE OF THE SITE; OR (E) WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE, OR RELATED INFORMATION OR PROGRAMS, THAT ARISE IN CONNECTION WITH: (1) MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU; (2) INTERRUPTIONS IN TELECOMMUNICATIONS

CONNECTIONS TO THE SITE; OR (3) VIRUSES.

OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE USE OF THE SITE, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN FIFTY UNITED STATES DOLLARS (\$50.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE VIEWED OR USED THE SITE WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

12. Third Party Sites. Some links in the Site may navigate you away from the Site or redirect you to other websites, including websites operated by third parties. The linked third party websites are not under our control, and the content available on the linked third party websites does not necessarily reflect our opinion or imply our recommendation or endorsement of the linked third party website or the opinions expressed therein. We are not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personally identifiable information ("PII") from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

We are providing these links to other Internet sites as a convenience to you, and access to any other Internet sites linked to the Site is at your own risk. We are under no obligation to maintain any link on the Site and we may remove a link at any time in our sole discretion for any reason whatsoever. We will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website or for any action you may take as a result of linking to any such website.

13. No Fiduciary Relationship. Except to the extent set forth in a separate agreement between you and us, there is no fiduciary relationship between you and us. These Terms do not create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way.

14. Right to Monitor. We reserve the right to actively monitor the use of the Site and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Site that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Site.

15. Electronic Communications and Notice. When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Site. 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.

All notices required or permitted under these Terms to us will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery, provided that we may provide written notice to you through electronic communications as described in the paragraph immediately above. The notice address for Science for Georgia is 1700 Northside Dr, Suite A7, PMB 916, Atlanta, GA 30318. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail, and (ii) in the case of overnight courier or hand delivery, upon delivery. We may change our notice address by giving written notice to you by the means specified in this Section.

16. Use Outside of the United States; Choice of Law; and Venue. The Site is operated by us from our offices within the United States of America. We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the contents of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so, on their own initiative and are responsible for compliance with applicable local laws. By using the Site, regardless of where you live or are located in the world, you consent to these Terms and any claims relating to the information, services or products made available through the Site will be governed by the laws of the State of Georgia, U.S.A., excluding the application of its conflicts of law rules. You agree that venue for all actions, relating in any manner to these Terms, will be in a federal or state court of competent jurisdiction located in Fulton County, Georgia.

17. Time Limit on Claims Against us. You agree that any claim you may have arising out of or related to your use of the Site or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

18. Severability and Waiver. If any provision of these Terms will be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

19. Assignment. We may assign these Terms or any part of them without restriction or condition. You may not assign or otherwise transfer these Term or your rights under these Terms without our prior written consent and any assignment in violation of this prohibition will be null and void.

20. Our Remedies. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.