

## **Privacy Policy**

The West Ohio Food Bank shares your concerns about privacy on the Internet. In order to better protect your privacy, the West Ohio Food Bank has provided this notice explaining its online information practices and the choices you can make about the way your information is collected and used on the Site. On occasion, the West Ohio Food Bank may run promotions or conduct other activities with affiliate partners from this Site. In such event, we may post additional privacy terms in conjunction with such promotion or activities that modify and/or supplement this Privacy Policy and govern the use of information related to or received through such promotions or activities.

### **The West Ohio Food Bank's Collection and Use of Your Information**

In the course of using the Site, the West Ohio Food Bank may ask you for your name, e-mail address, postal address, telephone number, fax number, as well as other relevant information. The West Ohio Food Bank also may collect certain non-personally identifiable information when you visit many of our web pages such as the type of browser you are using (e.g., Netscape, Internet Explorer), the type of operating system you are using, (e.g., Windows 2000 or Mac OS), the domain name of your internet service provider (e.g., America Online Earthlink), aggregate data about the number of visits to the Site and/or aggregate data about pages visited.

### **How the West Ohio Food Bank Uses the Information**

The West Ohio Food Bank uses the non-personally identifiable information ("Aggregate Data") to improve the design and content of the Site and to enable the West Ohio Food Bank to personalize your Internet experience. The West Ohio Food Bank may use the Aggregate Data to analyze Site usage as well as create services and/or products to fit your needs.

Except as otherwise indicated, the West Ohio Food Bank uses the personally identifiable information ("Personal Information") you provide about yourself: (a) to respond to any of your inquiries or questions about our services; (b) for internal marketing purposes and as part of the West Ohio Food Bank's donor database; (c) to provide you additional and updated information, materials and other advertisements, regarding the West Ohio Food Bank's services; (d) to offer you other materials and/or information that the West Ohio Food Bank believes may be of interest to you; (e) to cooperate with government officials or parties in litigation under process of law, or as otherwise required by law; (f) to protect the security or integrity of the Site; (g) to protect against a threat of safety or destruction of property; and/or (h) to protect against legal liability. In all cases, however, the West Ohio Food Bank agents, employees, and contractors who have access to Personal Information are required to protect this information in a manner that is consistent with the Privacy Policy. The West Ohio Food Bank will not use the Personal Information, except as set forth herein, without your permission; provided, however, the West Ohio Food Bank shall own all such Personal Information and maintain copies of such as part of its records. If you do not wish to receive any such information or to allow the West Ohio Food Bank the right to use your personally

identifiable information as described, please contact the West Ohio Food Bank in the manner identified in the “Opt-Out” section below. The Aggregate Data and Personal Information **will not** be transferred, distributed, or sold as part of the West Ohio Food Bank or its assets.

## **Opt-Out**

You may choose not to receive such information and/or to allow the West Ohio Food Bank to use your information in the manner described above by contacting us directly at 419-222-7946 or our website at <https://www.westohiofoodbank.org/contact>. Upon receipt and processing of an “opt-out” request, the West Ohio Food Bank will, within its commercially reasonable amount of time, remove your information from any future marketing communications.

## **Security; No Liability**

West Ohio Food Bank has implemented security measures to help protect against the risk of loss, misuse and alteration of any information under West Ohio Food Bank’s control. Nevertheless, such security measures may not prevent all loss, misuse or alteration of information on the Site, and West Ohio Food Bank is not responsible for any damages or liabilities relating to any such security failures. You understand that data and communications, including e-mail and other electronic communications may be accessed by unauthorized third parties when communicated over the Internet. Furthermore, the Site contains links to other web sites. West Ohio Food Bank is not responsible for nor can West Ohio Food Bank ensure the privacy practices or content of such other sites.

## **Modification of Privacy Policy**

The West Ohio Food Bank may change this Privacy Policy at any time, consistent with the terms set forth in the Term and Conditions of Use, by posting the changed or amended Privacy Policy on the Site. Your continued viewing of or use of this Site following the posting of any changes to this Privacy Policy will signify your assent to any such changes or amendments.

## **How to Contact the West Ohio Food Bank for Any Reason**

You may contact the West Ohio Food Bank with questions or comments regarding this Privacy Policy, updating any personally identifiable information or anything else related to West Ohio Food Bank and/or this Site at [www.westohiofoodbank.org](http://www.westohiofoodbank.org) or at 419-222-7946.

## **Terms and Conditions of Use**

### **1. Introduction.**

Welcome to the web site (“Site”) for West Ohio Food Bank.

## **2. Access to the Site.**

**BY ACCESSING, BROWSING AND /OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (“TERMS AND CONDITIONS OF USE”) INCLUDING THE PRIVACY POLICY (“PRIVACY POLICY) [LINK], (COLLECTIVELY, THE “TERMS”) AND TO COMPLY WITH ALL APPLICABLE U.S. LAWS AND REGULATIONS.** If you do not or cannot agree to the Terms, do not use the Site or any of the services offered through the Site. West Ohio Food Bank reserves the right, in its sole discretion, to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions on your use of the Site from time to time. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in these Terms as “Additional Terms”) will be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting to the Site. Your continued viewing or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms. No other terms and conditions apply and these are the only terms and conditions that apply to your use of this Site.

## **3. Acceptable Use of the Site.**

In order to use the Site, you must obtain access to the Internet and pay any and all service fees associated with such access. The West Ohio Food Bank reserves the right, in its sole discretion and judgment, and without liability of any kind to you, to terminate your access to the Site for any reason, at any time, without notice.

- (a) Individual Use. You agree that you are only authorized to visit, view and to retain a single copy of pages the Site for you own internal use and not for any commercially-related purposes or in a manner that in any way suggests a connection, affiliation, or any type of relationship between the West Ohio Food Bank and you or and entity related to you. You may not modify, copy, transmit, display, perform, reproduce, license, publish distribute, assign, sublicense, sell, create a derivative work from or make other use of the content of this Site. No part of any content, form or document accessible at this Site may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. The West Ohio Food Bank posts legal notices and various credits on pages of the Site, which may not be removed even in your permitted copies. Do not remove these notices or credits, or any additional information contained along with the notices and credits.
- (b) Deep Links; Linking. You agree not to “deep-link” to the Site, meaning that you will not create, post, display, publish, or distribute any link to any page other than the front (home) page of the Site for any purpose, unless specifically authorized by the West Ohio Food Bank in writing to do so. If you do want to link to the Site in any manner, please contact the West Ohio Food Bank Webmaster at [www.westohiofoodbank.org](http://www.westohiofoodbank.org) to seek approval.

- (c) Framing. You agree not to create any frames at any other web sites pertaining to or using any of the content located at the Site for any purpose, unless specifically authorized by the West Ohio Food Bank in writing to do so.
- (d) Security, Cracking, and Hacking. You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you agree not to (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, by means of submitting a virus to the Site, overloading, “flooding”, “mailbombing”, or “crashing” the Site. Violations of system or network security may result in civil or criminal liability. The West Ohio Food Bank reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.
- (e) You Are Responsible For All of Your Activities and All of the Content You Post or Submit. You represent and warrant that any information and/or material you post or provide to the West Ohio Food Bank by means of the Site, including, without limitation, as part of any registration or subscription or to gain access to or use any services offered on the Site (“Submissions”), is truthful, accurate, not misleading, not confidential property of others, not in violation of any other third party’s right and offered in good faith. You agree NOT to use the Site for or in connection with any of the following activities: (i) transmitting or relaying spam, spoofing or otherwise impersonating any person or entity, or falsely stating or otherwise misrepresenting your identity or affiliation in any way; (ii) using the Site for any fraudulent or illegal purpose; (iii) e-mailing, uploading, or otherwise transmitting or using the Site in furtherance of the use, distribution, or transmission of any unlawful, harassing, defamatory, tortuous, libelous, sexually explicit, obscene, hateful, racially, ethnically, or otherwise objectionable material of any kind; and (iv) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer’s functionality or the operation of the Site.
- (f) Do Not Violate Third Party Intellectual Property Rights. Without limiting the foregoing, you may not, and by using the Site, you agree not to use the Site to: (i) transmit or post any Submissions that are copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit or post any Submissions that reveal trade secrets, unless you own them or have the permission of the owner to so transmit them; (iii) transmit or post any Submissions that infringe on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. Furthermore, unless otherwise expressly provided, you acknowledge and agree that: (a) all Submissions will become property of the West Ohio Food Bank; (b) the West Ohio Food Bank has the right to publish the Submissions for any type of use including for promotional and advertising purposes, in accordance with the terms set forth in the Privacy Policy,

without compensation to you of any kind; (c) any Submissions that you submit to any part of the Site are non-confidential for all purposes; and (d) that if you make any such Submission, you automatically grant, represent and warrant that the owner of such content has expressly granted the West Ohio Food Bank a royalty-free, perpetual, irrevocable, world-wide exclusive license to use the Submissions in any manner, media or form now known or hereafter developed. The West Ohio Food Bank shall have the right to sublicense its rights. The term "Intellectual Property Rights" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or propriety rights recognized in any country or jurisdiction worldwide including, without limitation, moral rights and similar rights.

- (g) Spidering. THE USE OF ANY TOOLS, PROGRAMS, ROBOTIC ALGORITHMIS OR PRODUCTS T AUTOMATICALLY DOWNLOAD OR "SPIDER" THE SITE OR ANY OF THE PAGES OF THE SITE INFRINGES ON THE WEST OHIO FOOD BANK'S AND/OR ITS LICENSOR'S INTELLECTUAL PROPERTY RIGHTS. DO NOT USE ANY SUCH TOOLS OR PRODUCTS ON OR IN CONNECTION WITH THE SITE.

#### **4. Warranty Disclaimer.**

**THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPERESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.**

THE WEST OHIO FOOD BANK DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNITERUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT TRANSMISSION TO OR FROM THAT SITE AND ACCESS TO THE SITE WILL BE UNINTERRUPTED, CONTINUOUS OR ERROR-FREE. THE WEST OHIO FOOD BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING TE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE WEST OHIO FOOD BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES OR MERCHANDISE FOUND ON THIRD PARTY SITES THAT LINK TO OR FROM THE SITE. THE WEST OHIO FOOD BANK DISCLAIMS ANY RESPONSIBILITY FOR PRODUCT OR SERVICE ORDERING FUNCTIONS, ORDER FULFILLMENT OR COMPLIANCE OF PRODUCTS OR SERVICES WITH ANY MANUFACTURER'S WARRANTIES OR SPECIFICATION. THE WEST OHIO FOOD BANK CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED

SERVICES NOR DOES THE WEST OHIO FOOD BANK MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD PARTY SITES.

## **5. Limitation of Liability**

**YOUR USE OF THE SITE IS AT YOUR OWN RISK. TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, THE WEST OHIO FOOD BANK'S NEGLIGENCE, SHALL THE WEST OHIO FOOD BANK BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF THE FOODBANK OR AN AUTHORIZED FOODBANK REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL THE FOODBANK'S TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100).**

## **6. Indemnification.**

You shall indemnify, defend and hold harmless the West Ohio Food Bank and its sponsors, business affiliates, subsidiaries, affiliates, officers, directors, employees, attorneys and agents from and against any and all damages, claims and actions brought by you or any third party resulting from your use of the Site in violation of the Terms or the infringement by you of any Intellectual Property Rights of any person or entity.

## **7. Privacy Policy**

Our Privacy Policy, as it may change from time to time, is a part of these terms and conditions of use. The West Ohio Food Bank will not be liable to you for any damages, including without limitation, indirect, special, incidental, or consequential damages, that may result from any violation of the Privacy Policy.

## **8. Governing Law and Arbitration**

This Agreement shall be treated as though it were executed and performed in Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). You agree that the parties shall settle any claim or dispute relating to these Terms by binding arbitration in Lima, Ohio under the Commercial

Arbitration Rules of the American Arbitration Association. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. NOTWITHSTANDING THE DISPUTE RESOLUTION REQUIREMENTS SET FORTH ABOVE, FOR ANY INJUNCTIVE RELIEF RELATING TO YOUR ACCESS TO, OR USE OF, THE SITE INCLUDING, WITHOUT LIMITATION, RELATED SERVICES, YOU AGREE AND HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALLEN COUNTY, OHIO, U.S.A. Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred and all actions shall be subject to the limitations set forth in these terms and conditions of use.

## **9. Waiver and Severability**

No failure by the West Ohio Food Bank to exercise any right or any noncompliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by the West Ohio Food Bank. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

## **10. Contract Electronically**

You agree that the Terms, combined with your act of using the Site and/or the services offered on or through the Site have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability, or admissibility of the Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms.