

## **KODIAK KINDNESS PROJECT WEB SITE TERMS OF USE**

The Kodiak KINDNESS Project (called "KINDNESS" below) is a 501(c)3 nonprofit organization located in Kodiak, Alaska. KINDNESS operates a free program for all families living in Kodiak with infants under 12 months of age, and provides individual and group education and services for anything related to infant feeding. KINDNESS provides proactive phone calls, home visits, support groups, classes, breast pump loans and other services to support families to "nourish their babies' bodies and souls". In order to better serve its participating families and donors, and to help educate individuals and the general public about the Kodiak KINDNESS Project, KINDNESS owns and operates the Kodiak KINDNESS Web site at [www.kodiakkindness.org](http://www.kodiakkindness.org).

KINDNESS provides online donation opportunities and educational and communications services which are described below (called "Services"). KINDNESS has published this Terms of Use Policy to inform persons who visit the KINDNESS Web site (called "Users") of their rights and responsibilities.

### **Terms of Use**

Please note that this Terms of Use Agreement (called "Agreement") and linked policies only apply to the KINDNESS Web site. KINDNESS provides links to Web sites that are not operated by KINDNESS.

KINDNESS Users who link to a third-party Web site must recognize that our Terms of Use and other policies do not extend beyond the borders of the KINDNESS Web site. Other standards and policies may apply outside our site. We encourage you to read the terms of use, privacy policies and other policies which apply to such Web sites before using them.

Please read these Terms of Use carefully. If you have any questions about these Terms of Use, please [contact us](#). We encourage you to review these Terms of Use regularly as you use the KINDNESS site. Your violation of these Terms of Use is grounds for suspension or termination of your account.

By accessing, browsing and/or using the KINDNESS Web Site you acknowledge that you have read, understood and agree to be legally bound by this Agreement. If you do not accept this Agreement (and therefore do not agree to be bound by this Agreement), do not use this Site. We reserve the right to amend this Agreement at any time by posting the amended terms on our Site.

This Agreement shall be effective as of the moment you accept the terms herein or first access, download or use any of the Services or information on the site and shall remain in effect for so long as you use or access any of the Services. The terms herein that contemplate obligations after you discontinue use of the KINDNESS Web site shall survive termination.

### **YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.**

- 1. Services Available Through the KINDNESS Web site**
2. A variety of information and communication services are made available through the KINDNESS Web site, including:
  - Educational information, including links to other informative Web sites.
  - Information and news about KINDNESS services, fundraising and community awareness activities.

- Information about KINDNESS events, activities and classes, may include online registration.
- Opportunities to donate to the Kodiak KINDNESS program through the KINDNESS Web site.
- May include opportunities to create a personal account on the KINDNESS Web site and opt-in for email communications about KINDNESS.

### **3. Personal Information Collection and Use**

**KINDNESS understands that the privacy of your information is important. For information about cases in which personal information about enrolled families may be collected by KINDNESS, and details about how that information is protected and used by KINDNESS, please review our [KINDNESS Privacy Policy](#).** We DO NOT use Google analytics or any other type of web tracking/analysis program, so your personally identifiable traffic history on our site is not trackable by us or any third party.

**2.1.** KINDNESS uses cookies to remember certain user information. Cookies are electronic identifiers that are transferred automatically to your computer through your browser that allow our computers to save certain information you provide us and store information about you so we can recognize you when you visit our website in the future. This allows you to avoid logging in more than once, which saves time, and create a customized website that fits your needs. You may, at any time, disable or refuse to accept cookies by changing the preferences or settings on your web browser. If you choose to disable cookies, you will still be able to use our website. However, you will not be able to fully take advantage of certain automation and other functionality features available.

**2.2.** You must purposefully choose to "opt in" to receive newsletters, promotional offers and other useful information from us; you will not be automatically subscribed to any mailing lists originating from Kodiak KINDNESS. To unsubscribe from our mailings, you may edit your personal profile.

**2.3.** If you give us your information through our website (for example, if you register an account and/or donate to us online), we encrypt your information to prevent third parties without authorization from intercepting your information when it is in transit to us.

### **4. User Responsibilities**

**The KINDNESS Web site is intended to help you access KINDNESS information and services easily. We need you to be responsible for doing your part to protect your personal information, and to understand that the educational information and materials made available through the KINDNESS Web site are not and do not include medical advice, and are not designed or intended to address your personal health condition or issues.**

**Users therefore must be responsible for the following:**

#### **3.1. Maintain and Protect Your Own Equipment**

The KINDNESS site is intended to be accessible and all content available through all standard commercial Web browsers operating on standard personal computers, through standard commercially-available Internet access. The quality of content presentation and download speeds may vary depending on the software, equipment and Internet connections used.

You may be able to use devices other than a personal computer to access the KINDNESS site, such as some personal digital assistants ("PDAs"), cell phones or other devices. If you do choose to use another kind of device to access the KINDNESS site, you must be responsible for protecting it in accordance with

these Terms of Use. Any requirement for personal computer protection in these Terms of Use applies equally to any other device you may use to access the KINDNESS site.

- KINDNESS does not provide any software, equipment or Internet connections. You are solely responsible for providing all software, computer equipment and other hardware, and Internet connections necessary to access the KINDNESS site.
- Some features on the KINDNESS Web site allow you to create an online account. Your personal computer may store and automatically upload your user name and password for account access. You may also download information from the KINDNESS site to your personal computer. If someone else uses your personal computer, he or she may be able to use these functions to gain access to your account or personal information. KINDNESS cannot prevent or be responsible for protecting your personal computer against unauthorized use. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.
- If you use a personal computer or other device provided by or shared with your employer, parent, spouse, roommate or other person, that other party may have the legal right to view all information stored on it. KINDNESS cannot prevent or be responsible for such activities. If you use a personal computer or other device which another person has the legal right to control, you access your KINDNESS account at your own risk.
- Whenever you are finished using the KINDNESS Web site you should log off the Web site, and you should not leave your computer unattended when it is logged on to the Web site and someone else may be able to view the screen or use the computer. If you leave a KINDNESS Web site session logged-in when someone else can see your computer screen or use your computer, he or she may be able to gain access to your account or personal information. KINDNESS cannot log you off your computer or protect your personal computer against unauthorized access. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.
- Computer viruses, worms, spyware and other malicious software on your computer can be used to gather passwords and personal information from that computer, often without the user's knowledge. KINDNESS cannot prevent or be responsible for detecting or removing malicious software on computers you use to access the KINDNESS site. Affordable antivirus and antispyware software are readily available for personal computers. You should maintain and regularly use current antivirus and antispyware software on any personal computer you use to access the KINDNESS site.
- Unauthorized individuals ("hackers") and malicious software can sometimes gain access to computers through Internet connections, unless the computer has a working firewall. Unauthorized access of this kind may not be easily detected and may allow passwords and personal information to be gathered without the computer user's knowledge. KINDNESS does not provide and cannot be responsible for implementing a firewall for your computer. Firewall software is standard on many personal computers and affordable firewall software for personal computers is readily available. You should maintain a working firewall on any computer you use to access the KINDNESS site.
- Computer criminals may sometimes send e-mails which appear to come from legitimate organizations. These e-mails typically ask you to log on to a Web site using a link in the e-mail,

and enter some personal information to “verify,” “correct” or “update” your account, or something similar. This practice is known as “phishing,” and is intended to get personal information from unwary users to use for identity theft and other fraud. You may receive emails from KINDNESS if you consent to receive them, about KINDNESS events and opportunities to donate.

**If you receive any suspicious e-mail which claims or appears to be from KINDNESS and you would like to verify its authenticity, please notify us by calling KINDNESS at 1-907-539-2660.**

### **3.2. Protect Your Password**

If the KINDNESS website allows user accounts, access to your account and to personal information about you on the KINDNESS Web Site is password-protected. If your password is easy to guess, or if you share your password or someone else sees or steals it, someone else may be able to get access to your account. Please use a strong password, and protect it from other people.

KINDNESS relies upon your password in allowing access to your account and cannot prevent unauthorized access if your password is compromised. You are responsible for all activity taking place under your password unless we have been notified that it is compromised. Please notify us at once if you believe your password has been compromised, and we will help you change it. You can [contact us](#) anytime about possible password compromise.

### **3.3. Do Not Provide Third Party Services**

You are not permitted to use the KINDNESS Web site to provide or support informational, educational, messaging or other services to other parties. The information and services made available by and through the KINDNESS Web site are for personal use only.

### **3.4. Do Not Distribute Copyrighted Materials for Commercial Use**

Most of the information and materials made available by and through KINDNESS is copyrighted and owned by KINDNESS or other parties. You may use this information and materials for your own personal use, and may make limited use of it for nonprofit educational purposes to the extent permitted by law. You may not sell or modify any information or materials obtained from KINDNESS or reproduce, display, distribute, or otherwise use it in any way for any public or commercial purpose. Use of information or materials obtained from KINDNESS on any other Web site or in a networked environment is prohibited. You must retain all copyright and other proprietary notices contained in the original information or materials on any copy you make of such material.

### **3.5. No Framing Allowed**

Elements of this Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of the Kodiak KINDNESS Project.

### **3.6. Do Not Abuse KINDNESS Services**

The KINDNESS site is provided for your convenience and educational use. In order to keep these services working efficiently and appropriately, you are not permitted to:

- Use any other person's user name or password.
- Use the KINDNESS site in any way that could damage, disable, overburden, or impair the KINDNESS site or interfere with any other party's use of the KINDNESS site.
- Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to KINDNESS through hacking, password cracking, IP spoofing or any other means.
- Restrict or inhibit anyone else from using the KINDNESS site.
- Harvest or otherwise collect information about other individuals, including e-mail addresses and personal information.
- Link to, frame or use any trademark, logo or other proprietary information on the KINDNESS site without KINDNESS's express written permission.

#### **5. Health and Educational Information**

**The KINDNESS site is used to publish information about infant feeding to help educate users and increase public awareness. Some of this information is provided by parties other than KINDNESS, and KINDNESS may provide links to third party Web sites for this purpose.**

#### **4.1. Information Is Not Medical Advice or Personal Health Information**

All information and links to information Web sites provided by or through KINDNESS are for educational purposes only. You are responsible for your understanding and use of all information.

**INFORMATION PROVIDED BY OR THROUGH KINDNESS IS NOT MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL ADVICE. IF YOU ARE SEEKING INFORMATION BECAUSE YOU BELIEVE YOU OR ANOTHER PERSON HAS HAVE A SPECIFIC MEDICAL CONDITION PLEASE CONTACT YOUR HEALTH CARE PROVIDER. IF YOU HAVE REASON TO BELIEVE THERE IS A MEDICAL EMERGENCY PLEASE CALL "911" OR YOUR OTHER APPLICABLE EMERGENCY NUMBER AT ONCE.**

While KINDNESS seeks to provide information, which may be helpful in understanding issues related to infant feeding, none of the educational information, classes, events, or activities available through the KINDNESS site was or will be developed for you personally. If you want or need infant feeding information related to you or your baby personally, please contact KINDNESS for an individual home or phone consultation at 907-539-2660.

#### **4.2. Information and Links are Not Necessarily Endorsed**

The fact that information is published or a link provided by KINDNESS does not mean that the views and opinions expressed therein are necessarily shared by KINDNESS.

#### **4.3. Information Is Not Guaranteed**

While KINDNESS seeks to provide useful, high-quality information through the KINDNESS Web site, KINDNESS cannot guarantee that any information is accurate, complete, current, error-free, or free of viruses, worms or other malicious software. Information is provided "as is," without warranties of any kind, express or implied, including but not limited to warranties of fitness and suitability for any particular purpose.

#### **4.4. Linked Web sites Are Not Endorsed**

KINDNESS seeks to link only to trustworthy, valuable Web sites, but provides Web site links for your convenience only. A link to a Web site does not constitute an endorsement of the linked site, its content, or any party affiliated with the linked Web site. KINDNESS makes no warranties or representations, express or implied, about the accuracy, completeness, currency, relevance, appropriateness, or availability of any linked site, the information contained in them, or any products or services they offer. KINDNESS shall not be liable, directly or indirectly, for any damages, losses or harm incurred in connection with the use of a linked Web site.

#### **4.5. Jurisdictional Limitation of Use**

The KINDNESS Web site originates and is intended for use in the United States. KINDNESS does not claim that any information or materials on this Web site is appropriate or may be used outside of the United States. Access to information or materials may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

#### **6. Changes to Terms of Use**

**KINDNESS reserves the right to change these Terms of Use from time to time. We will make reasonable attempts to notify you of changes we think may be important to you by e-mail. All changes will be effective when published unless a different effective date is specified. Your continued use of the KINDNESS Web site after we have posted a change to these Terms of Use will be considered your consent to the change.**

#### **7. Services Availability and Limitations**

**KINDNESS will attempt to keep the KINDNESS site available at all times, but availability may be interrupted from time to time for maintenance, repair, upgrade or other activities, due to technical problems, or due to natural disaster or other emergency. KINDNESS is not responsible for and cannot control the availability of third-party communications services necessary to connect to the KINDNESS site.**

#### **8. Digital Millennium Copyright Act ("DMCA") Provisions**

**Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed by a use by KINDNESS may report an alleged infringement to KINDNESS by following the relevant provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") rights, by sending KINDNESS' authorized agent a notification of alleged infringement that satisfies the requirements of the DMCA. The KINDNESS authorized agent contact information is: President, Kodiak KINDNESS Project, PO Box 8704, Kodiak, AK, 99615. Upon receipt of a satisfactory notice of alleged infringement KINDNESS will promptly investigate the allegations, and respond appropriately, including removal of or blocking access to allegedly infringing content. KINDNESS will not be a party to any disputes or lawsuits regarding alleged copyright infringement.**

#### **9. Limitation of Liability**

**UNDER NO CIRCUMSTANCES WILL KINDNESS PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE WEB SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR ANY CONTENT AVAILABLE THROUGH THE WEB SITE.**

**IN NO EVENT SHALL ANY KINDNESS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTENT, SERVICE, OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

**BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS THE KINDNESS PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

#### **10. Dispute Resolution**

**These Terms of Use shall be interpreted consistently with federal law applicable to the parties, including but not limited to HIPAA, provided that state law issues shall be exclusively interpreted according to the laws of the State of Alaska, without regard to choice of law principles.**

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

#### **11. Termination**

KINDNESS reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of our Site or the Content, at any time and for any reason without prior notice or liability. KINDNESS reserves the right to change, suspend, or discontinue all or any part of this Site or the content at any time without prior notice or liability.

**Last Reviewed: 11/12/2020**