



KODIAK KINDNESS PROJECT 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 including 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 Website at <https://kodiakkindness.org>.

Kodiak KINDNESS Project also communicates in various ways with the general public, KINDNESS program participants, donors and potential donors, and companies and vendors with whom we do business. KINDNESS communication methods or channels include individual and group in-person meetings, phone conversations, email and text, including SMS/MMS and “TigerText” (HIPAA-compliant) messages.

KINDNESS has published this Terms of Use Agreement to inform persons who send and receive communications with KINDNESS (called “Communications”) or who visit the KINDNESS Website (called “Users”) of their rights and responsibilities.

Please read these Terms of Use carefully. This agreement is between you and Kodiak KINDNESS Project. If you have any questions about these Terms of Use, please contact us at admin@kodiakkindness.org or 907-531-4720. We encourage you to review these Terms of Use regularly. Your violation of these Terms of Use is grounds for suspension or termination of any account or access you have to Kodiak KINDNESS Project Website or Communication channels.

DEFINITIONS

“**You**” and “**User**” refers to any user of KINDNESS’s Website and/or any program participant receiving KINDNESS services through any of KINDNESS’s Communication channels.

“**We**”, “**us**”, “**our**” and “**KINDNESS**” refer to Kodiak KINDNESS Project, PO BOX 8704, Kodiak, Alaska.

“**Website**” refers to Kodiak KINDNESS Project’s Website and all of its content located at <https://kodiakkindness.org>

“**Communications**” refers to all ways that Kodiak KINDNESS communicates, and includes: “**SMS**” or “short message service” sent or received on a mobile phone. “**MMS**” or “multi-media message service” sent or received on a mobile phone. “**TigerText**” refers to HIPAA-compliant messages, phone calls and video chat sent or received on a mobile phone through an encrypted platform provided to Kodiak KINDNESS Project by paid subscription to Tiger Connect communication company. “**Email**” means electronic mail.

Last Reviewed: 10/8/2025



"Opting in," "opt in," and "opt-in" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more services or communications, such as in-person visits, phone calls, emails and text messages on your mobile phone (referring to SMS, MMS, TigerText messages, or successor technologies).

"Opting out," "opt out" and "opt-out" refer to requesting to STOP receiving one or more services or communications, such as in-person visits, phone calls, emails and text messages.

WEBSITE Terms of Use

Please note that this Terms of Use Agreement and linked policies only apply to the KINDNESS Website. KINDNESS provides links to websites that are not operated by KINDNESS. KINDNESS Users who link to a third-party website must recognize that our Terms of Use and other policies do not extend beyond the borders of the KINDNESS Website. 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 websites before using them.

By accessing, browsing and/or using the KINDNESS Website 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 the KINDNESS Website. We reserve the right to amend this Agreement at any time by posting the amended terms on our Site.

This Agreement shall be effective 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 Website shall survive termination.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE KINDNESS WEBSITE IS TO STOP USING THE SITE.

Services Available Through the KINDNESS Website

A variety of information and communication services are made available through the KINDNESS Website, including:

- Educational information, including links to other informative websites.
- Information and news about KINDNESS services, fundraising and community awareness activities.
- Information about KINDNESS events, activities and classes, which may include links to online registrations.
- Opportunities to donate to the KINDNESS program.
- May include opportunities to create a personal account on the KINDNESS Website and opt-in for email communications and newsletters about KINDNESS.



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.

Cookies: 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.

Newsletters and Mailing Lists: 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, reply "UNSUBSCRIBE" or email us at mamabear@kodiakkindness.org and ask to be unsubscribed. If you give us your information through our Website (for example, if you register an account, send us a form through our contact page, 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 and keep the information you provided to us in a secured cloud-based platform.

USER RESPONSIBILITIES

The KINDNESS Website 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 Website are not and do not include medical advice and are not designed or intended to address your personal health condition or issues.

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 Website allow you to create an online account. Your personal computer may store and automatically upload your username 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 Website you should log off the Website, and you should not leave your computer unattended when it is logged on to the Website and someone else may be able to view the screen or use the computer. If you leave a KINDNESS Website 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.

2. Protect Your Password

If the KINDNESS Website allows user accounts, access to your account and to personal information about you on the KINDNESS Website 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

Last Reviewed: 10/8/2025



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 about possible password compromise at 907-539-2660 or 907-531-4720.

3. Do Not Provide Third Party Services

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

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.

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 Website may be retransmitted without the express written consent of the Kodiak KINDNESS Project.

6. Do Not Abuse KINDNESS Services

The KINDNESS Website 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 username 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 Website.
- 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.



COMMUNICATIONS Terms of Use

By providing KINDNESS with your email address and phone number, you agree to receive Communications from KINDNESS through email, phone conversations, voicemail, and text messages, including SMS, MMS and HIPAA-compliant TigerText messages, phone calls and video chats.

SMS/MMS/TIGERTEXT: By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

Costs: We do not charge you for sending and receiving emails, or for the messages or you send and receive via text message service. However, message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

Frequency of Communications:

- If you provide us with your email address, we will send you an email when you enroll for KINDNESS services. This welcome email contains information on how to participate in our program, how often we reach out proactively to see how you and your baby are doing, and includes attachments with our Terms of Use, Privacy Policy and Health Safety Notice. We may send further emails if we cannot connect with you after trying through other KINDNESS Communication methods.
- as outlined in our description of services provided to you at the time of your enrollment. You may receive very occasional emails about KINDNESS events and opportunities to donate.
- If you opt-in to use "TigerText", we will send you an initial message providing details about this service. All KINDNESS text messages (SMS, MMS and TigerText) is for conversational person-to-person communication between you and our team members. The number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

Opting Out of KINDNESS Communications: We will honor your preferences on how you wish to communicate with us. At the time of your enrollment, you can choose whether you receive only phone calls, or only text messages, for example. If you no longer want to receive KINDNESS Communications, you may send us an email, call us at 907-539-2660 or reply to any text message to update your preferences. You can also reply to any text message with STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. As a person-to-person communication service, opt-out requests by SMS/MMS text are specific to each conversation between you and one of our team members and their associated phone number. You can reply "STOP" to any TigerText message to unsubscribe from all Tiger Connect communications. After unsubscribing, we may send you confirmation of your opt-out via text message or email.

Suspicious Emails: 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 website 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.

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 907-539-2660 or 907-531-4720.

GENERAL PROVISIONS

The following sections apply to use of the KINDNESS Website and any KINDNESS Communications.

Health and Educational Information

The KINDNESS Website and Communications are used to publish and disseminate 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 websites for this purpose. All information and links to information websites provided by or through KINDNESS are for educational purposes only. **Information provided by KINDNESS Website or by trained Peer Counselors is not medical advice.** Information provided by KINDNESS licensed health care providers (such as RDNs, IBCLCs or SLPs) are governed by their respective licensing boards. Any questions or complaints about information provided by licensed providers should be directed to these boards. You are responsible for your understanding and use of all information and are not bound to follow any information or advice garnered through KINDNESS Website or Communications.

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 Website 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 with one of our trained Peer Counselors or licensed providers at 907-539-2660.

Information and Links are Not Necessarily Endorsed

The fact that information is published or a link provided by KINDNESS through our Website or Communications does not mean that the views and opinions expressed therein are necessarily shared by KINDNESS. KINDNESS seeks to link only to trustworthy, valuable websites, but provides website links for your convenience only. A link to a website does not constitute an endorsement of the linked site, its content, or any party affiliated with the linked website. 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 website.

Last Reviewed: 10/8/2025



Information Is Not Guaranteed

While KINDNESS seeks to provide useful, high-quality information through the KINDNESS Website and Communications, 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.

Jurisdictional Limitation of Use

The KINDNESS Website and Communication channels originate and are intended for use in the United States. KINDNESS does not claim that any information or materials on our Website or obtained through our Communication channels 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 KINDNESS Website or utilize KINDNESS Communication channels from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Changes to Terms of Use

KINDNESS reserves the right to change these Terms of Use from time to time. All changes will be effective when published unless a different effective date is specified. Your continued use of the KINDNESS Website and Communication channels after we have posted a change to these Terms of Use will be considered to be your consent to the change.

Services Availability and Limitations

KINDNESS will attempt to maintain the KINDNESS Website and Communication channels to be 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.

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.

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 WEBSITE OR RECEIVED FROM TRAINED PEER COUNSELORS THROUGH KINDNESS COMMUNICATION CHANNELS. IT IS YOUR



RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR ANY CONTENT AVAILABLE THROUGH THE WEBSITE.

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.

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.

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 Website, Communication channels or their 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 Website, Communication channels or the content at any time without prior notice or liability.

Exercising your rights (Help, Questions and Complaints): If you need help understanding this document, have questions or are concerns, please contact us. You will not be retaliated against for filing a complaint, nor will we condition any KINDNESS Services on your complaint or request.

Kodiak KINDNESS Project
PO Box 8704 Kodiak, AK 99615
mamabear@kodiakkindness.org
907-539-2660