

WEBSITE TERMS AND CONDITIONS OF USE

Website © 2010-2022 Fund for Southern Communities

Last Updated: [January 26, 2022]

TERMS AND CONDITIONS OF USE

By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully.

AGREEMENT

This Terms and Conditions of Use Agreement (the “Agreement”) states the Terms and Conditions for access to and use of www.fundforsouth.org (the “Site”). The Site contains information relating to the Fund for Southern Communities (“the Fund” or “We” or “Us”) in the form of text, graphics, images, news, data, reports, and other materials (“Content”). By accessing, browsing, and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement, and therefore do not agree to be bound by the Agreement, do not use the Site. This Agreement may be modified at any time by the Fund for Southern Communities upon posting the modified Agreement. Any such modifications will be effective immediately.

PRIVACY

Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy here: [\[link to privacy policy\]](#).

OWNERSHIP AND USE

All Content included on this Site is and shall continue to be the property of the Fund and is protected under applicable copyright, patent, trademark, and other proprietary rights. For Content We own, you acknowledge that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted by this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

We grant you a limited, revocable, nonexclusive license to use this Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other uses. You agree not to copy materials on the Site, reverse engineer or break into the site, or use materials, products, or services in violation of any law. You may view, print, store, archive, and use the Content on the Site (without alteration, website framing, or redaction) solely for your personal, noncommercial use for Our sole benefit. We reserve all other use of this Site. The use of this Site is at the discretion of Us and We may terminate your use of this Site at any time.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws regarding your use of the Site. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

INTELLECTUAL PROPERTY

The Fund for Southern Communities and other marks found on the site are either trademarks or registered trademarks of the Fund. Other product, service, or company names mentioned on this Site may be trademarks of their respective owners.

THIRD PARTY WEBSITES

The Site provides links to third party websites (“Third Party Sites”) for specific purposes including, but not limited to, third party payment processors. While We strive to provide accurate and quality information, We do not endorse any content of any Third Party Site, nor do we make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any third party sites, and we shall have no liability of any nature whatsoever in relation to any of the foregoing.

Your use of a Third Party Site and the collection and use of your personal information at such site will be governed by the Third Party Site’s terms and conditions of use and/or privacy policy, and not by this Agreement and/or the Privacy Policy of this Site. Any questions regarding the Third Party Site should be directed to the Third Party Site’s administrator or webmaster.

We are not responsible for the acts or omissions of third parties or third party websites.

DISCLAIMER

The content provided on the Site is provided to the public for informational purposes only. No information presented on the site constitutes financial advice, nor does it create a fiduciary or counseling relationship between the Fund and you or any other party. You acknowledge and agree that the site and the content therein are provided on an “as is” and “as available” basis. None of Us, any of our respective officers, directors, employees, agents, volunteers, contributors, or licensees (collectively the “Site Parties”) guarantees the accuracy, completeness, or usefulness of any of the content. There are no third party beneficiaries to this agreement.

None of the Site Parties warrants that the Site will be uninterrupted or error-free or that the site, its server, or any files available for downloading through the site are free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality and performance of the Site and the accuracy and completeness of the content is assumed solely by you.

None of the Site Parties makes any, and hereby specifically disclaims any, representations, endorsements, guarantees, or warranties, express or implied, regarding the site or any content, including without limitation, implied warranties of merchantability and fitness for a particular purpose and non-infringement of third-party rights. Without limiting the generality of the foregoing, all of the Site Parties disclaim any warranties with respect to any results that may be obtained from the use of the Site. To the extent your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the Site shall be to discontinue using the Site.

LIMITATION OF LIABILITY

Under no circumstances will We be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the Site, your Site use, or the Content, even if advised of the possibility of such damages. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information or any content available through the Site. Your sole remedy for dissatisfaction with the Site and/or Content is to cease all of your Site use.

You may have additional rights under certain laws which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you. In such circumstances, the Site Parties' liability is limited to the greatest extent permitted by law.

USE OF INFORMATION

We reserve the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in a manner consistent with our Privacy Policy.

SEVERABILITY

In the event that any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties so that this Agreement will otherwise remain in full effect.

WAIVER

The failure of the Fund to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the Fund must be in writing and signed by an authorized representative of the Fund.

TERMINATION

The Fund may terminate this Agreement at any time, with or without notice, for any reason.

APPLICABLE LAW

You agree that the laws of the state of Georgia, without regard to conflicts of laws provisions, will govern these Terms and Conditions of Use and any dispute that may arise between you and the Fund or its affiliates. Any action relating to the Content, Site, or the Agreement must be brought in federal or state courts located in DeKalb County, Georgia. You hereby irrevocably consent to personal jurisdiction in such courts, regardless of your place of residence or citizenship.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and the Fund concerning your use of the Site and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Fund with respect to this Site. Notwithstanding the foregoing, you may also be

subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. The Fund may revise this Terms and Conditions of Use at any time by updating this Agreement, posting it on the Site, and updating the last updated date above when doing so. Accordingly, you should visit the Site and review the Terms and Conditions of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms and Conditions of Use signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions of Use.

CONTACT INFORMATION

Fund for Southern Communities
4153-C Flat Shoals Pkwy #314
Decatur, GA 30034
(404) 371-8404
fsc@fundforsouth.org
