

# TERMS OF USE

## Terms of Use and Privacy Policy

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1. **Rights** - all rights in all material and content (including, but not limited to, text, images, web pages, sound, software (including, code, interface and website structure) and video, and the look and feel, design and compilation thereof) at this Site are owned by us or our licensors. You agree that you are permitted to use this material and/or content only as set out in these Terms & Conditions or as otherwise expressly authorized in writing by, and that you may not otherwise copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of such material or content.
2. **Intellectual Property** – We are the owner and/or authorized user of all trade marks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the Site, unless otherwise indicated. Except as provided in these Terms & Conditions, use of the Site does not grant you any right, title, interest or license to any such intellectual property you may access on the Site. Except as provided in these Terms & Conditions, any use or reproduction of the intellectual property is prohibited.
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4. **Acceptable Usage Policy** – This Site may contain discussion groups, bulletin boards, chat rooms and other interactive services. We do not actively monitor use of our discussion groups, bulletin boards or chat rooms. Similarly, we do not exercise editorial control over the content of any third party sites, electronic mail transmission, text message, news group, bulletin board, chat room or other material created or accessible over or through the Site. As a result, you may be exposed to content on the Site or on sites accessible over or through the Site that you find offensive or objectionable. However, we do reserve the right to monitor our discussion groups, bulletin boards, chat rooms and other interactive portions of the Site and to remove any content which, in our sole discretion, constitutes a misuse of these interactive services and may restrict, suspend or terminate your use of these services or the Site where we believe that there has been such a misuse.

The following examples constitute a misuse of the interactive services:

1. using the services for any improper, unlawful or immoral purpose, causing any nuisance by your use of the services or causing the operation of the services to be jeopardized or impaired;
2. using the services to create, host or transmit (whether in a live chat room, on a bulletin board or otherwise) any defamatory, offensive, or obscene material or engaging in activities which would cause offence to others on grounds of race, religion, creed or sex;
3. using the services to harm, or attempt to harm, minors in any way;
4. using the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability;
5. using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any other party;
6. using the services to create, host or transmit unsolicited advertising material to other users;
7. using the services to create, host or transmit any material that harasses another; using the services to make fraudulent offers to sell or buy products, items or services;
8. adding, removing or modifying identifying network header information in an effort to deceive or mislead;
9. using the services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software, hardware, electronic communication system, or telecommunications systems;
10. using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data;
11. using the services for any activity which adversely affects the ability of other people or systems to use the services or the internet generally;
12. reselling, repurposing or redistributing any services provided by us our contractors or our licensees without our prior written consent; or impersonating any person or entity or using a false name that you are not authorized to use.

This list only serves to provide examples and is not meant to be an exclusive list of the type of misuses of the interactive services that may result in the restriction, suspension or termination of your access to the Site. Due to the global nature of the internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

The opinions expressed in live chat rooms and/or posted on bulletin boards or on other interactive services are not necessarily ours. Any statements, advice and opinions made by such participants are those of such participants only. We neither endorse nor shall be held responsible for any such statements, advice or opinions.

5. **NO WARRANTIES** - THIS SITE IS PROVIDED "AS IS," AND YOUR USE THEREOF IS AT YOUR OWN RISK. WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS DO NOT WARRANT THAT THE SITE WILL BE FREE FROM VIRUSES. ALTHOUGH WE TAKE REASONABLE STEPS TO SECURE THE SITE, YOU ACKNOWLEDGE THAT THE INTERNET IS NOT A COMPLETELY SECURE MEDIUM AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, THAT ANY INFORMATION OR MATERIALS YOU POST ON OR TRANSMIT THROUGH THE SITE WILL BE SAFE FROM UNAUTHORIZED ACCESS OR USE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE. INFORMATION AND DATA PRESENTED ON THIS SITE HAS BEEN CHECKED AND RECHECKED TO A REASONABLE LEVEL AND IS PRESENTED IN GOOD FAITH AND WITH CITED SOURCES. IF ANY INFORMATION IS MISREPRESENTED IN THE SUERS OPINION IT IS THEIR RESPONSIBILITY TO CONTACT THE WEB SITE ADMINISTRATOR TO INFORM THEM.
6. **THIRD PARTY GOODS AND SERVICES** - WE DO NOT VOUCH FOR THOSE PERSONS, COMPANIES AND OTHER ORGANISATIONS WHOSE GOODS OR SERVICES MAY BE ACCESSED OR DISPLAYED THROUGH OR ON THE SITE.
7. **Your responsibility** - You should always verify the information set out in this Site with independent authorities before acting or relying on it. It is your responsibility to use virus checking software on any material downloaded from this Site and to ensure the compatibility of such software with your equipment.
8. **NO LIABILITY** - TO THE FULLEST EXTENT PERMITTED BY LAW WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS, HEREBY DISCLAIM ALL LIABILITY FOR ANY LOSS, COST OR DAMAGE (DIRECT, INDIRECT, CONSEQUENTIAL ,OR OTHERWISE) SUFFERED BY YOU AS A RESULT OF YOUR USE OF THE SITE OR FROM ANY COMPUTER VIRUS TRANSMITTED THROUGH THE SITE, OR OTHER SITES ACCESSED FROM THIS SITE, WHETHER SUCH LOSS, COST OR DAMAGE ARISES FROM OUR NEGLIGENCE OR OTHERWISE AND EVEN IF WE ARE EXPRESSLY INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
9. **Materials submitted by you** - Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by email, or in any other way. Any information or material submitted by you, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials submitted by you to this Site, whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgement of you as their source. You also warrant that any "moral rights" in posted materials have been irrevocably waived by the appropriate authors. WE SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF USE OR DISCLOSURE OF SUCH MATERIALS BY US TO THE EXTENT PERMITTED BY LAW. This paragraph does not affect any rights you may have under data privacy laws that protect your personal information or similar privacy laws, to the extent that such rights cannot be excluded.
10. **User Information** - In the course of your use of the Site, you may be asked to provide personal information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.
11. **Links from and to the Site** - You acknowledge and agree that we have no responsibility for the information provided by Web sites to which you may link from this Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites. We make every attempt to monitor the sites linked through the main site but we have no control over these Linked Sites and do not edit them. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.
12. **Indemnity** - You will indemnify us against any loss, damage or cost incurred by us arising out of your use of the Site, any of its services or any information accessible over or through the Site, including information obtained from linked sites, your submission or transmission of information or material on or through the Site or your violation of these Terms & Conditions or any other laws, regulations and rules. You will also indemnify against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.
13. **Restriction, Suspension and Termination** - We may restrict, suspend or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, if we believe that you have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against you in respect of your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. **Please note that we have the ability to trace your IP address and if necessary contact your ISP in the event of a suspected breach of these Terms & Conditions.**

14. **Entire Agreement** - These Terms & Conditions, including our Privacy Statement, constitutes the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect.
15. **Copyright And IP Agent for the United States** - We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of the alleged infringing activity and where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent: Diageo North America, Inc., Six Landmark Square , Stamford , CT 06901 . Attn: Elliot R. Basner, Esq.  
Telephone No: 203-359-7100 Facsimile No: 203-359-7192.

## PRIVACY STATEMENT

### 1. Introduction

All references to 'our', 'us', 'we' or 'company' within this policy and within the opt-in notice are deemed to refer to The Healthy Start Coalition of Hillsborough County, its subsidiaries, affiliates, parent companies and any of their related businesses.

We endeavor to protect your personal privacy. We provide this privacy statement to help you to understand what we may do with any information that we obtain from you. By providing your personal details to us, you signify your acceptance of our Privacy Statement. If you do not agree to this statement, please do not provide your personal details to us. This privacy statement is incorporated into, and part of, the Terms and Conditions, which govern your use of the site in general. We will use your information for the purposes set out below.

We may need to update this privacy statement from time to time. We recommend that you regularly check this page to ensure that you have read the most recent version.

### 2. Collecting Personal Information

You can decide what personal information you provide to us. We will only collect personal information that you choose to provide. Where possible, we will enable you to select how we will use this information.

You may choose to provide us with personal information if, for example, you: contact us with an enquiry; register on the site, fill out a survey or other form with your personal information included; request us to provide you with information.

You have the opportunity to choose not to opt-in receive communications from us at any point where we request information about you.

By providing any personal information to us, you fully understand and clearly consent to the transfer of such personal information to, and the collection and processing of such information in, other countries or territories. Any such transfer and processing by us will be in accordance with this privacy statement.

Third parties (including but not limited to software providers, advertisers and ad placement agencies) may also use tracking technologies by or through the site. We have no responsibility or liability for any tracking, data collection or other activities of such third parties.

### 3. Use of Cookies

We do not connect the information collected through cookies with other information that is personally identifiable, unless required or permitted to do so by law or to enforce the Terms & Conditions.

In common with many websites, we use "cookies" to help us gather the following information from visitors to our site

e.g.

- the IP address from which you access the site
- the type of browser and operating system used to access the site
- the date and time of your access to the site
- the pages you visit
- the internet address of the website from which you accessed the site

A cookie is a small data file that our server sends to your browser when you visit the site. The use of cookies helps us to assist your use of certain aspects of the site. You can delete cookies at any time or you can set your browser to reject or disable cookies. If you do disable cookies some functions on the site may not work correctly. You can obtain information about how to manage cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org).

We use information from cookies, for example, to learn about the number of visitors to our site and the type of technology that our visitors use. Cookies help us to monitor what sort of content is popular and to assess visitors browsing habits. When a user revisits the site, we may recognize the user by the cookie and customize the user's experience accordingly. We can use this information to continually improve the content and usability of the site.

We may compile and report to third parties (such as advertisers) aggregate statistics about our users in terms of numbers, traffic patterns and related site information.

#### 4. **Use of Information**

We will use information collected from you in the following ways:

**Marketing purposes.** We may use information for internal service analysis, for example, to assess trends amongst our clients or to measure the amount of traffic to our websites. We may also use your personal information in order to communicate with you about our services and those of our subsidiaries, affiliates, and parent companies and any of their related businesses. However, you will be able to choose whether or not to receive such communications when you first provide personal information to us. We may also share non-personal information with others, such as advertisers, in aggregate anonymous form, which means that the information will not contain any personally identifiable information about you.

**Transactional purposes.** We may use your personal information in order to respond to your queries and requests. The personal information you provide may be used by an authorized vendor to fulfill that request.

**Public (or Interactive) Areas of the Site.** Information that you post on or through the public areas of the site (e.g., chat rooms, bulletin boards and discussion groups) is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. Users of the site are encouraged to exercise caution when providing personal information about themselves in public (or interactive) areas of this site.

**Administration and Data Management.** We may transfer your personal information to third parties under confidentiality obligations when the performance of any service in relation to the activities above is sub-contracted.

**Legal purposes.** We may disclose your personal information if permitted by law or required to do so by law or where we believe such action is necessary in order to protect or defend our interests or the interests of our clients or users of our site.

#### 5. **Security**

We take security seriously and we take precautions to keep your personal information secure. We have put in place appropriate physical, electronic and managerial procedures to safeguard the information we collect. However, due to the open communication nature of the Internet, we cannot guarantee that communications between you and us, or information stored on our servers, will be free from unauthorized access by third parties.

#### 6. **Access to your Information**

You can check what personal information we hold about you, update your information, ask us to remove your information, correct any inaccuracies in such personal information or ask us questions about our Privacy Statement, by contacting us at 813-233-2800. We will make every effort to respond to your request in a timely manner.

#### 7. **Links**

This site may contain links or references to other Web sites outside of our control. Please be aware that we have no control over these sites and our privacy statement does not apply to these sites. We encourage you to read the privacy statements and terms and conditions of linked or referenced sites you enter.