



Privacy Policy, Terms & Conditions

Our Commitment to Our Donors

United Way of Greater Chattanooga, and its affiliated initiatives Venture Forward, Mentor Chattanooga, and Volunteer Center, will not sell, share or trade our donors' names or personal information with any other entity, apart from designee organizations, nor send mailings to our donors on behalf of other organizations. This commitment applies to all information received by United Way of Greater Chattanooga, both online and offline, on any Platform ("Platform", includes the United Way of Greater Chattanooga website), as well as any electronic, written, or oral communications.

Privacy Policy effective as of July 20, 2018.

Introduction

Your privacy is a priority for United Way of Greater Chattanooga, and its affiliated initiatives Venture Forward, Mentor Chattanooga, or Volunteer Center, (<https://www.unitedwaycha.org>, <https://www.ventureforwardnow.org>, <https://www.mentorhatt.org>, or <https://www.ihelpchattanooga.org>) (sometimes referred to as "UWGC", "us", or "we") and we want you to be familiar with how we collect, use, and disclose information relating to you, your computer, or your device and that enable your identification (the "Personal Information"). This Privacy Statement describes our practices with information that we (or our service providers) collect from a user (sometimes referred to as "you" or "your") through our websites, applications, and our other network-connected products and services that link to this Privacy Statement (collectively, the "Sites"). This Privacy Statement only addresses information collected directly through or from our Sites – it does not address or govern any information-gathering, use, or dissemination practices related to information collected from you other than directly through or from the Sites, such as from telephone, facsimile, postal mail, personal delivery, or other or additional offline means or media.

UWGC can be contacted by email at privacy@uwchatt.org.

1. Collection of Personal Information from Users

When you interact with us through the Sites, we may collect information from you as described below.

a. Information You Provide

Some elements of the Sites may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity, such as newsletter subscriptions or donation processing. For example, if you register for an account on the Sites, we may request Personal Information such as your name and contact information. If you make a donation on the Sites, we will collect your credit or debit card or other financial account information. When you perform a search within the Sites, UWGC may record information identifying you or linking you to the search performed and recording information related to the search request. We may combine information you submit through the Sites with other information we have collected from you, whether on-line or off-line. We treat the combined information in accordance with this Privacy Statement.

b. Sensitive Information

Unless we specifically request or invite it, we ask that you not send or otherwise disclose to us your racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, or trade union membership. In those cases where we may request or invite you to provide the foregoing information, we will only do so with your express consent, in accordance with applicable data protection law requirements. Where you provide us with such information without request from UWGC, we reserve the right (but do not have any obligation) to erase any such information at our discretion.

c. Information About Minors

The Sites are not intended for persons under the age of 16. We do not knowingly collect Personal Information online from persons in this age group. We reserve the right to delete any information identified as having been provided by such persons at our discretion.

d. Location Information

Any comment system on the Sites may utilize an opt-in Geolocation service in accordance with a prevailing community standard such as HTML 5. Such Geolocation opt-in ability is managed by the user's browser settings. If a user chooses to opt-in to the Geolocation service, the user's comments may be associated with the user's location, both internally within UWGC and publicly on the Sites.

e. Passive Information Collection, Use, and Choices

As you navigate the Sites, certain Personal Information may be passively collected, meaning it is gathered without your actively providing it. This is done using the following techniques in the following ways:

IP Addresses: An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Sites, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come. We also may use this information to enhance our Sites.

Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type and operating system type and version screen resolution, and Internet browser type and version.

Social Media Widgets: Our Sites may include social media tools, including social media widgets or plug-ins, to connect you to your social media accounts. These features may set a cookie or use other automatic collection and tracking technologies to collect information about you and your use of the social media features through and in connection with our Sites. These social media tools may be hosted by a third party. Your interactions with these tools and the corresponding social media platforms are governed by the privacy policies of the companies that provide such platforms.

Cookies: Like many companies, our Sites may use “cookies” to help make sure the Sites are meeting the needs of its users and to help us make improvements. Cookies are bits of text that are placed on your computer’s hard drive when you visit certain websites. We may use cookies set by us on the Sites to tell us, for example, whether you have visited us before or if you are a new visitor. We use third-party cookies set by our service provider, Google Analytics, to collect information about how visitors use the Sites, including how long you spend on each page, and how you got to the Sites. We do not use data collected by cookies to identify who you are. We do not allow Google to use or share our analytics data.

You can refuse our use of some or all cookies by turning off the use of cookies in your web browser. If you use your browser settings to block all types of cookies you may not be able to access all or parts of our Sites or functionality may be limited. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies.

Changing your internet browser settings can prevent the use of cookies. Each browser has a different procedure for disabling the use of cookies. The Help function within your browser should tell you how. Alternatively, you may visit <http://www.aboutcookies.org> where you can review information on how to control cookies on a variety of browsers. You will also find details of how to delete cookies from your computer and other general information about cookies. You can visit <https://tools.google.com/dlpage/gaoptout> for information on how to opt out of Google Analytics cookies.

Google Analytics: We use Google Analytics, which is provided by Google Inc. It uses cookies to collect, for example, information about the operating system and the browser that you use,

your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Websites. On subsequent repeated visits to the Websites, frequently used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies about the use of the Websites is transmitted to a Google server, which may be located within or outside of, the United States, and stored there. Google will use this information to evaluate your use of the Websites. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf. By accepting this policy, you consent to the processing of your data by Google. You can visit <https://www.google.com/analytics/learn/privacy.html> to learn more about Google Analytics' use of cookies

Our site currently does not respond to "Do Not Track" (DNT) signals and operates as described in this Privacy Statement whether or not a DNT signal is received, as there is no consistent industry standard for compliance.

2. How We Use the Information We Collect

We use Personal Information submitted by you or otherwise collected through the Sites and through other sources for the purposes described in this Privacy Statement and as otherwise described to you at the point of collection. Generally, we use the information you provide to us for the reason for which it was provided. For example, if you sign up to receive email notifications, we will contact you by email. If you provide us with information to make a donation, we will use the information to process your donation. Specifically, we may use Personal Information from or about you:

- i. to respond to your inquiries and to send you information that you request and to process your donations;
- ii. to send you important information regarding our relationship with you or regarding the Sites, changes to our terms, conditions, and policies, and other administrative information;
- iii. to notify you about upcoming events and donations;
- iv. to promote our products and services, and the products and services of our affiliates;
- v. for our business purposes, such as data analysis, audits, recordkeeping, developing new products or services, enhancing the Sites, improving our services, identifying Sites usage trends, optimizing your experience on the Sites, and determining the effectiveness of our fundraising campaigns;
- vi. if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey; and

vii. if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.

We may use any information that does not personally identify you, your computer, or your device, for any purpose.

3. Our Disclosure of Your Information.

UWGC does not sell your Personal Information. We may share your Personal Information with third parties only as described in this Privacy Statement or as otherwise described at the point where we collect the information from you, including:

- i. to the companies or individuals that we hire to provide services to us, such as website hosting services and payment processing; and
- ii. to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, or assets (including in connection with any bankruptcy or similar proceedings).

4. Uses and Disclosures to Comply with Laws.

In addition, we use and disclose Personal Information collected through the Sites as we believe to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (iv) to enforce our terms and conditions; (v) to protect our operations or those of any of our affiliates; (vi) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.

5. Links to Third Party Sites.

The Sites may contain links to other Web sites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on the Sites, any information you disclose on that website is not subject to this Privacy Statement. It is possible that these links may be used by third parties or others to collect personal or other information about you. UWGC is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. UWGC does not control these third parties' use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers and any third parties.

6. Where Your Information is Processed.

UWGC is based in the United States. No matter where you are located, your Personal Information will be collected and processed in the United States. The laws of the United States and other countries governing data protection may not be as comprehensive or as protective as the laws in the country where you live.

7. Security

UWGC will take reasonable steps to protect the information collected and provided via the Sites from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, you should understand that no transmission over the Internet is ever fully secure. Also, UWGC uses reasonable efforts to ensure that the Sites are generally available. However, there will be occasions when access to the Sites will be interrupted or unavailable. UWGC will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that UWGC shall not be liable to you for any modification, suspension or discontinuance of the Sites.

8. Data Retention

We generally retain Personal Information for so long as it may be relevant for the purposes identified in this Privacy Statement, unless a longer period of time is required by law.

9. Lawful Basis for Processing Your Personal Information.

The laws in some countries require us to tell you about the lawful grounds we rely on to collect, use, disclose, and otherwise process your Personal Information. To the extent those laws apply, our lawful bases for processing your Personal Information is in support of our legitimate interests, where those interests are not overridden by your fundamental rights and freedoms: In many cases, we handle Personal Information because it furthers our legitimate business and charitable interests. This includes:

- Providing a safe user experience on our Sites;
- Customer service;
- Sending communications to you to let you know about what we are doing with your donations and to solicit additional donations;
- Protecting users, our workers, and our property;
- Analyzing and improving our operations (e.g., optimizing the design and operation of our Sites); and
- Managing legal issues.

This Privacy Statement is issued on behalf of United Way of Greater Chattanooga Worldwide as controller of your Personal Information under applicable data protection laws. A “controller” is

the person or organization who alone or jointly determines the purposes for which, and the manner in which, any Personal Information is, or is likely to be, processed.

10. Your Data Rights and Choices.

You can opt-out of the use of certain cookie-related processing by following the instructions in Section 1(e)above (Passive Information Collection, Use, and Choices).

If you are within the European Union, you have the following rights:

-You have the right to request from UWGC access to your personal data, and the rectification of inaccurate personal data concerning you.

-You have the right to obtain from UWGC the erasure or the restriction of processing of your personal data in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when UWGC is required by law to maintain or otherwise process your personal data, for the establishment, exercise, or defense of legal claims, or for the protection of the rights of another person.

You may exercise these rights by contacting UWGC using the contact information provided above.

If you are within the European Union, you also have the right to lodge a complaint with a supervisory authority, in particular in the EU Member State of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law. However, we encourage you to contact us first at privacy@uwchatt.org and we will try to resolve your concerns.

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at privacy@uwchatt.org and we will process such request with respect to any Personal Information that we are able to link to you individually based on the information that you can provide to us. These rights and options that you have with respect to Personal Information are subject to limitations and exceptions under applicable law.

11. Right to Change Privacy Statement.

UWGC reserves the right at any time to modify, alter, or update this Privacy Statement. Your use of the Sites following any changes means that you agree to follow and be bound by the Privacy Statement as changed, subject to limitations under applicable law. Any change to this Privacy Statement shall be effective as to any user who has visited the Sites before the change was made. Please review this policy periodically, and especially before you provide any Personal Information to us. The Privacy Statement was last updated on the date indicated above.

12. Contacting Us.

For questions about this website, please contact us at info@uwchatt.org

For questions about privacy or handling of your personal information, please contact us at privacy@uwchatt.org

To contact us by mail:

United Way of Greater Chattanooga
630 Market Street
Chattanooga, Tennessee 37402
Attn: General Counsel
Tel.: 423-752-0300

TERMS AND CONDITIONS

Welcome to the United Way of Greater Chattanooga and its affiliated initiatives Venture Forward, Mentor Chattanooga, or Volunteer Center websites, operated by United Way of Greater Chattanooga (“UWGC”) and located at <https://www.unitedwaycha.org>, <https://www.ventureforwardnow.org>, <https://www.mentorhatt.org>, or <https://www.ihelpchattanooga.org> (the “Sites”). The following terms and conditions (“Terms”) govern your use of the Sites. By accessing, viewing, or using the content, material, or services available on or through the Sites, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 13 years of age, you are not granted permission to use the Sites and must exit immediately.

1. Informational Purposes Only. The information on the Sites is for informational purposes only. Without limiting anything else in these Terms or otherwise, UWGC is not responsible for any errors or omissions in the Sites or Sites Materials, as defined in Section 3 of these Terms and Conditions.

2. Registration. In order to access certain content, services, products or benefits on the Sites, you may be asked to register and create an account. As part of the registration process, you must click to agree to these Terms, and may then be asked to select a user name and password. You may also be required to provide UWGC with certain information about yourself including some types of personally identifying information such as your email and your address. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password. You may terminate your account at any time by contacting us by email at info@uwchatt.org.

3. **Proprietary Rights.** As between you and UWGC, UWGC owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through the Sites (“Sites Materials”), as well as the selection, coordination, arrangement, and organization and enhancement of the Sites Materials. All Sites Materials are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Sites Materials. As between any user and UWGC, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Sites are proprietary to UWGC or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Sites Materials, other than the right to use the Sites Materials in accordance with these Terms.

4. **Unauthorized Activities.** You agree that you will not use the Sites for (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the Sites Materials, unless otherwise authorized by these Terms or in a separate written agreement with UWGC; (c) attempting to gain unauthorized access to UWGC’s computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Sites or any services provided through the Sites; or (d) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Sites aimed at preventing or restricting the unauthorized use of the Sites or any of the Sites Materials. You may use the Sites and the Sites Materials consistently with Section 3 of these Terms. Any other use of the Sites or Sites Materials, including but not limited to the aforementioned unauthorized uses, without prior written permission of UWGC is strictly prohibited. You acknowledge and agree that the unauthorized use of the Sites or the Sites Materials could cause irreparable harm to UWGC and that in the event of such unauthorized use, UWGC shall be entitled to an injunction in addition to any other remedies available at law or in equity.

5. **Materials Submitted to the Sites.** Certain features of the Sites may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing and commentary by other users to the Sites (“User Content”). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Sites and all other persons and entities will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information owned by any third party. Upon your submission of User Content or other material or information to UWGC, you grant UWGC a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works

based upon, and sublicense, the User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Sites violate your intellectual property or other rights, please follow our Complaint Procedure in Section 12 of these Terms.

6. Third Party Web Sites and Content. The Sites are available for informational purposes only. The Sites may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Use of such third-party links, the Sites and the Sites Materials and any other material or content on and made available through the Sites are entirely at your own risk. UWGC does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. UWGC does not endorse any product, service, or treatment provided on a third-party website or advertised or provided on the Sites.

Privacy Policy. Any personal information that you provide to UWGC on the Sites are subject to our Privacy Policy. For more information, click here to view the Privacy Policy, which is incorporated into these Terms by reference, as if set forth fully herein. Please be advised that the confidentiality of any communication or material transmitted to UWGC via the Sites or Internet electronic mail cannot be guaranteed, including, for example, personal information such as your address or name.

7. Privacy Policy. Any personal information that you provide to UWGC on the Sites are subject to our Privacy Policy. For more information, refer to the Privacy Policy, which is incorporated into these Terms by reference, as if set forth fully herein. Please be advised that the confidentiality of any communication or material transmitted to UWGC via the Sites or Internet electronic mail cannot be guaranteed, including, for example, personal information such as your address or name.

8. Disclaimer. UWGC, its subsidiaries, and affiliates, are not responsible for and do not guarantee the accuracy or completeness of any Sites Materials, User Content, products, data, services, links, advertisements or other items contained within the Sites. UWGC reserves the right to immediately remove any Sites Materials or User Content for any reason or for no reason. UWGC cannot and does not review all communications or products made available on or through the Sites, but, although not obligated to, may review, verify, make changes to or remove any User Content, Sites Materials, the Sites or the products or services made available in connection with the Sites, including information submitted in connection with the Sites Materials or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of Sites Materials or User Content and that you may not rely on such Sites Materials or User Content.

THE SITES, THE SITES MATERIALS, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THE

SITES ARE ENTIRELY AT YOUR OWN RISK. UWGC AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SITES, THE USER CONTENT, THE SITES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS AND EFFORT WITH REGARD TO ANY AND ALL USER CONTENT, THE SITES, THE SITES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, IS WITH YOU.

9. LIMITATION OF LIABILITY. UWGC AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITES, THE USER CONTENT, THE SITES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR UWGC HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF UWGC AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITES, USER CONTENT, THE SITES MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITES, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITES AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF UWGC AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). If you are dissatisfied with the Sites or with any of these Terms, or feel UWGC has breached these Terms, your sole and exclusive remedy is to discontinue using the Sites.

10. Indemnification. You shall indemnify UWGC and its directors, officers, employees, agents, contractors and licensors (“UWGC Indemnitees”) against all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with the Sites and your use of the Sites, the Sites Materials or any services, product or data obtained through the Sites, your fraud,

violation of law, negligence, willful misconduct, or any other use of the Sites, the User Content, the Sites Materials, the services, products, information and other materials on, in and made available through the Sites, except to the extent attributable to UWGC, or any breach by you of these Terms and shall indemnify and hold UWGC Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of UWGC. UWGC or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If UWGC or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to UWGC, subject to the right of UWGC to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

11. Internet Security. UWGC uses reasonable efforts to ensure that the Sites are generally available. However, there will be occasions when access to the Sites will be interrupted or unavailable. UWGC will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that UWGC shall not be liable to you for any modification, suspension or discontinuance of the Sites. You understand that the technical processing and transmission of any Sites content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Sites will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to UWGC via the Sites or the Internet, including, for example, personal information such as your name or address.

12. Complaint Procedures. If you believe that any content or postings on the Sites violate your intellectual property or other rights, please notify UWGC by email at info@uwchatt.org with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

13. Changes to these Terms; Termination. UWGC reserves the right at any time to modify, alter or update these Terms. Your use of the Sites following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Sites before the change was made. It is the obligation of users visiting the Sites before the change to learn of changes to the Terms since their last visit. UWGC may suspend or terminate your account and/or your ability to use the Sites, or any services on the

Sites, for failure to comply with these Terms, for providing UWGC with untrue or inaccurate information about yourself, for infringement upon UWGC proprietary rights, or for any other reason whatsoever or for no reason.

14. **Governing Law and Jurisdiction.** These Terms represent the entire agreement between you and UWGC with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflict of law rules; **PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW.** By accessing, viewing, or using the services, works, content, or materials on the Sites, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in Chattanooga, Tennessee; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

15. **Miscellaneous.** The Sites are controlled and operated from within the United States. Without limiting anything else, UWGC makes no representation that the Sites, Sites Materials, User Content, services, products, information or other materials available on, in, or through the Sites are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Sites from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of UWGC to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”