

# **TERMS AND CONDITIONS OF USE**

R. 2.4.17

This Terms and Conditions of Use Policy ("Policy") applies to Community First Solutions and its subsidiaries. For the purposes of this Policy, unless otherwise noted, all references to "Community First" and "Community First Website" include Community First Solutions, its subsidiaries, and the following websites:

- www.community-first.org
- www.coachhousetavern.com
- www.colonialschools.org
- www.community-first.giftlegacy.com
- www.berkeleysquarekiosk.com
- www.westoverkiosk.com
- www.jamestownekiosk.com

By using the Community First Website, you ("you" or "user") signify your acceptance of the following Policy:

## Use of Information on the Community First Website

The content on the Community First Website is for general informational purposes only. It is not a substitute for examination, diagnosis, and/or medical care provided by a licensed and qualified health professional. The information contained within the Community First Website does not constitute the practice of medical, nursing, or other professional health care advice, diagnosis, or treatment. The information on the Community First Website should not be considered complete, nor should it be relied upon to determine a course of treatment. Community First advises users to seek the advice of a licensed and qualified health care provider with any questions regarding health or medical conditions or information. If you are in the United States and experiencing a medical emergency, call 911 for emergency medical help on the nearest telephone. Do not attempt to treat yourself or anyone else without proper medical supervision.

# **Third Party Websites**

The Community First Website contains links to third party websites for your convenience. Community First has no control over third party websites, and is not responsible for content, promotions, materials, information, goods, or services available on third party websites. If you choose to access third party websites through links on the Community First Website, you do so at your own risk and this Policy no longer governs. Please review the applicable terms and policies of any website to which you navigate from the Community First Website.

### **Social Media and Blogs**

Community First has developed social media sites, including Facebook, and blogs to share information, videos, comments, and more. By posting content on a Community First social media site or blog, you grant Community First the right to reproduce, distribute, and publish the content in whole or in part for any purpose. Community First reserves the right to remove communications, including content posted by users, from its social media sites or blogs at any time for any reason. Community First reserves the right to monitor and/or terminate your access to its social media sites or blogs at any time, in its sole discretion. Users are prohibited from using Community First social media sites and blogs to provide or solicit medical advice or medical commentary. Users agree to refrain from violating any laws and regulations, including copyright, when posting content on Community First social media sites and/or blogs. Users agree to refrain from posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, hateful, or slanderous to Community First or any user. By using Community First social media sites or blogs, users agree to defend,

indemnify, and hold harmless Community First from and against any liabilities resulting from use of the social media sites or blogs. Users assume all responsibility related to the security, privacy, and risks inherent in posting content onto a Community First social media site or blog.

# **Payments and Refunds**

Select services on the Community First Website allow for online registration and/or payment. A valid credit card number, expiration date, and card security code will be required for all online payments. If Community First is unable to charge the full cost of your purchase to the credit card you provide, your purchase (including registration if applicable) may be cancelled. Prices for products and services may be modified periodically, and Community First will make reasonable effort to reflect current and accurate pricing at all times. You are solely responsible for all charges and applicable fees associated with your online registration and/or payment. Community First will not refund any payments once services have been rendered (either partially or wholly). Failure to appear at the registered and scheduled service time shall not entitle the registrant or payer to a refund. For online gift payments to Community First, a refund may not be made once a letter of acknowledgement has been mailed (date letter has been deposited into the mail) by Community First to the donor, or the donor's closest living next of kin if the donor is deceased.

### Disclaimer

The Community First Website is provided to you free of charge, "as is," without warranty of any kind. Use of the Community First Website is entirely at your own risk, and in no event shall Community First be liable for any direct, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to the Community First Website. Your sole and exclusive remedy for dissatisfaction with the Community First Website is to cease using the Community First Website. Community First makes no warranty or representation that access to or operation of the Community First Website will be uninterrupted or error free. You assume full responsibility and risk or loss resulting from downloading and/or use of files or information obtained from the Community First Website.

To the extent permitted by applicable law, in no event shall Community First be liable for any loss of profits, use, or data, or for any incidental, indirect, special, consequential, or exemplary damages that result from your use of the Community First Website, whether based on warranty, contract, tort, or other legal theory. You indemnify and hold harmless Community First from and against any claims, lawsuits, proceedings, costs, attorney's fees, damages, or other losses resulting from your use of the Community First Website.

### **Modifications**

The terms of this Policy may be updated at any time without notification. It is your sole responsibility to check the Community First Website periodically to view any such updates. If you continue to use the Community First Website, you signify your acceptance of the updated Policy.

## Jurisdiction

Any dispute or claim related to using the Community First Website shall be governed by the laws of the State of Ohio. Sole and exclusive jurisdiction for any claim involving Community First shall be in the appropriate court located in the State of Ohio.

## Severability

If any provision of this Policy is found to be invalid by a court of competent jurisdiction, the remaining provisions of this Policy shall remain in full force and effect. No waiver of any provision shall be deemed a waiver of any other provision.