

Grace Farms Foundation

Website Terms & Conditions of Use

Effective Date: November 2018
Grace Farms Foundation, Inc.
365 Lukes Wood Road
New Canaan, Connecticut 06840

Welcome to Our Website

Welcome to the website ("Site") operated by Grace Farms Foundation, Inc. ("GFF," "we," "our" or "us"). Please read these Terms of Use, which include our Privacy Policy (collectively, "Terms") carefully. By visiting our Site, you agree to be legally bound by and comply with our Terms. If you do not agree, please do not use the Site. We reserve the right to revise these Terms from time to time. If you continue to use the Site after we post revisions, you agree to the revised terms.

Indemnification

You agree to indemnify and hold harmless GFF, its affiliates and service providers, and their respective directors, officers, employees, agents and successors and assigns from and against any and all claims, liabilities, losses, damages, and costs (including reasonable attorneys' fees) that any of the indemnified parties may incur arising out of your use of our Site, services, content or your violation of these Terms. GFF reserves the right to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with all cooperation we reasonably request.

Termination

We reserve the right to terminate these Terms, our Site, and any services or content offered through our Site at any time without notice for any reason. The "Disclaimers," "Limitation of Liability," "Indemnification," and "General" sections of these Terms (along with any other provision that by its terms contemplates survival) will survive any termination.

Disclaimers

The services and content available through our Site are available "as is" and "as available." We make no representations or warranties about the accuracy, completeness, timeliness, reliability, or non-infringement of any services or content available through our site (or through links to third-party websites), including that our Site, services, or content will be uninterrupted or error-free. We reserve the right to correct any errors, omissions, interruptions, inaccuracies or other issues concerning our Site, services, and content. If you rely on our Site, services or content, you do so entirely at your own risk. To the maximum extent permitted under law, we disclaim all express or implied warranties of any kind with respect to our Site, services, and content, including any warranty of merchantability, fitness for a particular purpose (even if the purpose has been disclosed to us), and non-infringement. Although we intend to take reasonable steps to prevent the introduction of

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viruses, worms, or other harmful elements to our Site, we do not warrant that our Site, services, or content will be free from such elements, and we are not liable for any damages or harm attributable to them. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Trademarks

GFF's name, service marks, logos, and other intellectual properties are owned by GFF ("Our Trademarks"). You may not use Our Trademarks: (i) in connection with any product or service that does not belong to us; (ii) in any manner that is likely to cause confusion among the public about the source of any goods or services or confusion about whether we are affiliated with, sponsor, or endorse any goods or services; or (iii) in any manner that disparages or discredits us. Our Site may also display the trademarks of third-party sponsors, supporters, and partners. You may use these third-party trademarks only with the prior permission of the owner of such trademark

Links to Other Websites

Our Site may contain links to other websites that we think may be of interest to you. We have no control over these sites or their content. Be sure to read the privacy policies and terms of use that govern use of third-party sites.

Links, Frames and Metatags

You may link to our Site as long as the link does not cast us in a false or misleading light. You may not frame the content of our Site or use metatags or any other "hidden text" that incorporates Our Trademarks without our written consent.

General

These Terms (which include a Privacy Policy) represent the complete agreement between you and GFF regarding your use of our Site, supersede all other agreements (oral or written) between you and GFF, and are governed by and should be construed according to the laws of the State of Connecticut applicable to agreements made and completely performed in Connecticut (without regard to its conflicts of law provisions). You irrevocably agree to: (i) bring any claim or dispute relating to your use of our Site and these Terms exclusively in the state and federal courts located in the State of Connecticut and Fairfield County; (ii) submit to the exclusive jurisdiction of those courts; and (iii) waive any objection to those courts based on inconvenience or other reasons. You may not assign your rights under these Terms without the GFF's prior written consent, and any attempted assignment will be null and void. If a court of competent jurisdiction determines that any provision of these Terms is unenforceable for any reason, then that provision will be deleted (or, if possible, modified in a manner that reflects the original intent as closely as possible) and the remaining provisions will be enforceable to the fullest extent permitted by law. The failure of a party to assert any right under these Terms will not be considered a waiver of that party's right. The word "including" in these Terms is intended to be illustrative and means "including without being limited to".

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Trademarks

All content of this website is copyrighted either by GFF or by third parties who have granted permission for their materials to be included on the Site. The content of this Site is available solely for personal, noncommercial use only, or for fair use as defined in the United States copyright laws. All other use without explicit permission is strictly prohibited. Users must abide by all copyright notices and restrictions and include all copyright, trademark, credit, author and source of the content as they would material from any printed work, and the citations should include the URL gracefarms.org. GFF expressly prohibits the use, downloading, copying, display, publication, distribution, transmission, modification, reposting or exploitation for commercial or public purposes of the Site content, except for the limited purposes described above.

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Information We Collect and How We Use It

We collect personally identifiable information from you (e.g., name, phone number, mailing address, email address) (“Personal Information”) when you voluntarily provide it to us. GFF also engages third-party service providers who collect your Personal Information to process transactions and manage and operate parts of the Site to help us fulfill your requests. In some cases, these service providers have separate privacy policies and terms of use that govern their collection and use of your Personal Information, and you should review those policies. When our service providers collect your Personal Information, they may provide all or a portion of your Personal Information to GFF to help us in responding to your requests. For example, when you purchase a ticket or make donations online, our service providers will not provide your credit card information to GFF. Please review the service providers’ privacy policies and terms of use that govern your use of their services:

Donations: Patron Manager
Online Ticketing: Patron Manager
Online Surveys: Formstack
Newsletter: MailChimp
Benefit Tickets and Donations: 501 Auctions

We will use your Personal Information for the purpose for which it was provided. We may also send you other communications regarding our mission, programs, events, and other opportunities that we think may be of interest to you. For fundraising purposes, we may combine and use your Personal Information with information that we have previously collected from you and from publicly available data. We may also collect anonymous information (that does not include personally identifiable information) about visitors, compile and aggregate the information, and use it or share it with third parties to help us improve your experience on our Site. This information may include the type of browser you use (e.g., Firefox, Google Chrome, or Internet Explorer), your Internet Protocol address (a number assigned to each user by an Internet service provider), and the pages you visit on our Site. We collect this information through technology such as “cookies,” which are small text files placed on the hard drive of the visitor’s computer. Most Internet browsers will let you disable cookies. If you do so, certain areas of our Site may not function as intended.

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Sharing Information

We may share your Personal Information with service providers who help us operate our Site. We also reserve the right to disclose and use Personal Information and other information to enforce this Privacy Policy and our Terms; to take action regarding suspected illegal activities; to protect the rights, safety or property of any one; to comply with law or legal process (e.g., a search warrant, subpoena, statute, or court order); in connection with a merger, consolidation, or reorganization or a sale or transfer of some or all of our assets or a similar transaction; or for other reasons we determine in good faith are necessary, appropriate, or required by law.

Transfer of Information to the United States

Our servers are located in the United States. If you are located outside of the United States, please be aware that information you provide to us will be transferred to the United States. By using our Site or providing your Personal Information, you consent to this transfer and the collection, storage, processing, and use of your Personal Information in the United States and as described in this Privacy Policy. Please be advised that your Personal Information will be protected in accordance with United States law, but this may not be the same level of protection as is legally required in the European Union or other jurisdictions.

Security

GFF strives to keep your Personal Information secure and uses commercially reasonable efforts to safeguard it from unauthorized use. Of course, no security measures can be guaranteed to be 100% effective, so you use our Site at your own risk.

Children Under Age Thirteen

Our Site offers educational information and activities for children. GFF, however, does not knowingly collect Personal Information from children under age 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete the information.

Review & Correction of Personal Information; Opt-Out

If you wish to review, correct, or have your Personal Information deleted, please contact us at info@gracefarms.org. If you no longer wish to receive communications from us, you can follow the opt-out or unsubscribe instructions in the materials you receive or contact us at: info@gracefarms.org.

Contact Us / Questions

If you have any questions about our Privacy Policy, our Terms, or our Site, please contact us at the info@gracefarms.org.