



Website TERMS OF USE AND CONDITIONS

Welcome to the Catholic Charities of the Diocese of Albany (“Catholic Charities”) website. These Terms of Use and Conditions (“Terms”) govern your use of the Catholic Charities (“our”) website (“Site”). Please read the terms in full before using our Site. By accepting these Terms, or by using this Site, you agree to be legally bound by these Terms and Conditions of Use, our Privacy Policy and Notice of Privacy Practices. If you do not agree to these terms, please do not use our Site. We reserve the right to modify these Terms at any time without prior notice, and your use of the Site bind you to the use of the changes made. We do occasionally update these terms so please refer to them in the future.

Access to Site

You will be able to access our Site without having to register any details with us. However, should you choose to request information from us, donate to our charity, or contact us for any reason, you may be required to provide some information to us. Any information you provide to us will be handled in accordance with our Privacy Policy and Notice of Privacy Practices, which is available by clicking here <http://www.ccrda.org/hipaa.htm>.

Use of Site

Our Site, images, data, text, audios, videos, photographs, custom graphics, logos, button icons, descriptions and all other material provided and the collection and compilation and assembly thereof are the exclusive property of Catholic Charities or its parent, and are protected by U.S. and international copyright laws.

The contents of our Site may be used for informational purposes only. Any other use of such contents, including the reproduction, modification, distribution, transmission, republication, display or performance of the contents without our prior written consent is expressly forbidden.

Any other trademarks or service marks appearing anywhere on our Site are the property of their respective owners. To the extent any product name or logo does not appear with a trademark (™) does not constitute a waiver of any and all intellectual property rights that Catholic Charities or its businesses has established in any of its products, features, or service names or logos.

You may not use, reproduce, modify, transmit, display, publish, sell, create derivative works, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any content of this Site for commercial profit or gain. Nothing in these Terms or on the Site shall be construed as conferring any intellectual property or other proprietary rights to You. You agree to observe copyright and other applicable laws and may not use the content in any manner that infringes or violates the rights of any person or entity. We hold all rights to the content on this website.

As a condition of your use of the Site, you will not use the Site, or any contents or services, for any purpose that is unlawful in any applicable jurisdiction where our Site are being used, or prohibited by these terms, conditions, and notices, and you agree to abide by the terms and conditions set forth in the “User Conduct” section. You may not use the Site contents or services in any manner that could damage, disable, overburden, or impair any of our equipment or interfere with any other party’s use and enjoyment of the Site, or any contents or services. You may not attempt to gain access to any portion of the Site, or any of its contents or services, other than those for which you are authorized.

While every effort is made to ensure the timeliness and accuracy of the Site content and services, we make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness or usefulness, of any of the results obtained from its use.

We make no representation or warranty, express or implied, with respect to the content of the Site, or links to other sites, including but not limited to accurateness, completeness, correctness, timeliness or reliability. We make no representation or warranty regarding the merchantability or fitness for a particular purpose or use with respect to any content or services whatsoever that may be accessed through this Site, or the results to be obtained from using the Site. We make no representation or warranty that the Site or content is free from defects or viruses. Your use of external links and third-party websites is at your own risk and subject to the terms and conditions of use for such links and sites.

While every effort is made to ensure that all content provided on the Site does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should ensure that you have a complete and current backup of the applicable items on your computer. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site. While every effort is made to ensure smooth and continuous operation, we do not warrant the Site will operate error free.

Site Uptime

We take all reasonable steps to ensure that our Site is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

User Conduct

Any material you send or post to our Site shall be considered non-proprietary and non-confidential. We do not collect or store any personally identifiable information about you while using our Site but please do not send any such information to us. See also our Privacy Policy and Notice of Privacy Practices, which can be found here [\[insert hyperlink\]](#).

When using our Site, you shall not post or send to or from the Site:

- (a) content for which you have not obtained all necessary consents;
- (b) content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site is being used;
- (c) content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Site in breach of the this Section.

You shall not use our Site while distracted or preoccupied, such as when operating a motor vehicle. You should access our Site only with due regard for your own safety and the safety of others.

Links to and from Third Party Websites

Any links furnished on our Site may allow you to leave our Site. These third party websites are not under our control and we disclaim any responsibility for the contents of such linked sites or any link(s) contained in any such linked site(s) or any changes or updates to any of these sites. We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising. If we provide these links to you, it is done simply as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the site(s).

We provide you the option to donate to our charity through the third party website, MobileCause, You may choose to donate through a campaign page or a peer-to-peer donation page. MobileCause, offers the option to create an account with them to keep track of your donation history and you should review and understand MobileCause's Privacy Policy before creating such an account. We do not require you to create an account in order to donate to us. Catholic Charities is not responsible or liable for MobileCause's policies whatsoever as we have no control over them.

Catholic Charities will collect the personal and financial information received through your donation through MobileCause, (e.g. first name, last name, billing address, payment information) however, we will only collect and store such information for acknowledgement, receipting and marketing purposes. We will not use your personal information for any other purpose, and will take adequate security measures to protect the information you provide. Donations that are made through MobileCause that are marked as "Anonymous" are hidden from public activity feeds, not Catholic Charities.

If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, any page of our Site, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our website in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

Disclaimers

All information on our Site is of a general nature and is furnished for your knowledge and understanding and as an informational resource only. The documents and any related graphics published on this server could include technical inaccuracies or typographical errors. Changes are periodically added to the information contained on our Site. We may make improvements and/or changes to any of the products depicted or described herein at any time. We expressly disclaim any responsibility or liability for any adverse consequences or damages resulting from your use of the Site or reliance on the information from either.

THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO ANY PRODUCTS, INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE, INCLUDING, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL OR IN WRITING, OR IN ELECTRONIC FORM.

Limitation of Liability

YOUR USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR THE PRODUCTS, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Indemnification

You agree to defend, indemnify, and hold us, our officers, directors, employees, volunteers, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the site or your violation of these Terms and Conditions or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

Applicable Law

We make no representations that the content or the Site are appropriate or may be used or downloaded outside the United States. Access to the Site and/or the content may not be legal in certain countries outside the United States. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the website.

Our Site is created and controlled in the State of New York, United States of America. The Site, and its contents, and any disputes arising therefrom shall be construed and interpreted under the laws of the State of New York and applicable United States federal laws. Use of our Site constitutes agreement of the user to the jurisdiction of the state and federal courts located therein.

Our Site is subject to the United States export control laws and regulations, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import of any data on our Site, as may be required.

General

These Terms and Conditions, together with the Privacy Policy and Notice of Privacy Practices, and any legal notices published by us on the Site, shall constitute the entire agreement between us concerning use of the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Our Contact Information

Catholic Charities of the Diocese of Albany
c/o Privacy Officer
40 North Main Avenue
Albany, NY 12203
(518) 453-6650