



# Terms of Use and Privacy Policy

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## Terms of Use Agreement

These terms and conditions apply to your use of all of the sites and services owned by New Beginnings Centers of Hope, Inc., affiliated organizations, and any other site that New Beginnings Centers of Hope, Inc. have owned or operated, do own and operate or may own or operate in the future (collectively, the "Sites").

### General Guidelines

Every reasonable attempt is made for accuracy, but some information specified in or accessible through the Sites is compiled or produced by someone other than and beyond the control of our staff and may not be fully complete or accurate. Consequently, we cannot and do not endorse or represent the reliability or accuracy of all the content or information distributed through or accessed from the Sites. You hereby agree that your reliance upon any content or information distributed through or accessed from the Sites is at your sole risk.

## **Prohibited Use**

By using this site you have committed and agreed not to use New Beginnings Centers of Hope, Inc Sites in unlawful, prohibited ways, or in a manner that will damage, impair, disable or overburden our sites, or interfere with any other individuals use of our Sites.

## **Links**

These terms and conditions apply only to New Beginnings Centers of Hope, Inc. website(s), and not to the websites of our affiliates or any other companies or organizations, including those to which our website may link to. New Beginnings Centers of Hope, Inc is not responsible for the availability, content, advertising, products, or other materials of any other site to which any of our website(s) link to. These links are provided for your convenience only, and you access them at your own risk. In light of these things, we advise you to review the privacy statements of websites found in links from our website(s). The reviewing of the privacy statements of those sites will allow you to get a clear understanding of how the websites collect, use, and share your information. Additionally, the inclusion of these links on our Sites does not constitute affiliation and or endorsement or any association with its operators.

## **Copyright**

New Beginnings Centers of Hope, Inc. respects the intellectual property rights of others, and require that the people who use our website(s) do the same. In appropriate circumstances, we will terminate the registration of any user who engages in any activity which may infringe on the intellectual property rights of others, including copyrights. All text, graphics, video, source code, and editorial content on Sites are proprietary to our organization. These materials are protected by the U.S. copyright and, except those items acknowledged as propriety to others, may not be used, copied, transmitted, or reproduced in whole or in part without the express written consent of our organization. Use any of our text, graphics, video, source code, and editorial content not explicitly authorized for any reason or purpose is strictly prohibited. Unauthorized use of the text, graphics, video, source code, and editorial content may violate trademark, copyright, civil and criminal statutes, and privacy and publicity laws. Unless we say otherwise, you may access the materials located within the Sites only for your personal use. This means you may download one copy of posted materials on a single computer for personal, noncommercial home use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. When you download

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## **Limitation of Liability**

Under no circumstances, including but not limited to negligence, will New Beginnings Centers of Hope, Inc. or any of our licensors or suppliers be liable for any special or consequential damages, that result from the use of, or the inability to use, the materials on the sites, or any products or services provided pursuant to the sites, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise exceed the amount paid by you to us, if any, for accessing the sites.

## **Indemnification**

You agree to defend, indemnify, and hold our organization and all our affiliates, employees, volunteers, directors, officers, agents, vendors, material or communication providers, and internet service providers harmless from any and all losses, liability, claims, expenses, and

damage awards, including, but not limited to attorneys' fees, that arise from any claim, action, or demand, by your use of or in connection with submission, transmission, posting, broadcast, texting, chatting or other communication with or to the Sites.

## **Warranties**

The reference materials and information contained in the Sites are intended only for your personal information. We make no representations or warranties about the Sites's content or the information or other material accessed through the Sites.

## **Information Obtained Through the Sites Does Not Constitute Medical, Legal, or Other Professional Advice**

Any and all information contained in these Sites or transmitted to you electronically in response to a message from you is not intended nor implied to constitute medical advice, diagnosis, or treatment. Always visit or speak to a qualified health service provider in person prior to starting any new treatment or with any questions you may have regarding a medical condition. These Sites do not directly or indirectly practice medicine or dispense medical advice, as a part of this service therefore seek direct medical care from a licensed medical doctor as appropriate. In addition, nothing contained in these Sites is intended to be constituted as legal advice and users should always seek the advice of an appropriate attorney or other professionals regarding individual questions or concerns of a legal or professional nature. We assume no liability for any diagnosis, treatment, decision made, or action taken in reliance upon information contained in these Sites or any other internet sites linked to it in any way.

## **Parental Permission**

Some of the information available on the Sites concerns the topic of sex and may not be appropriate for children. Further, the Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access.

## **Disclosure Statement**

The IRS recognizes our organization as a ministry exempt from taxation under Section 501 ©3 of the Internal Revenue Service Code, and gifts are tax-deductible to the extent allowed by law. Upon request, a copy of the last annual report filed with the Attorney General is available from us or New York State Attorney General's Charities Bureau, Attn: Foil Officer, Department of State, 120 Broadway, New York, New York 10271.

## **Digital Millennium Copyright Act Notices**

As required by Section 512©(2) of Title 17 of the United States Code, If you believe that any material on the Sites infringes your copyright, you must send a notice of claimed infringement to us at the following address:

Name of Agent Designated to Receive Notification of Claimed Infringement:

New Beginnings Centers of Hope, Inc  
90-26 2<sup>nd</sup> Fl 161 St Jamaica NY 11432  
(718)265-9233  
[Newbeginnings.coh@gmail.com](mailto:Newbeginnings.coh@gmail.com)

# Privacy Policy

Thank you for visiting our site. New Beginnings Centers of Hope Inc. is committed to serving you well and safely online as well as in person. Therefore, we will take all appropriate measures to protect your privacy and security as you use our site. This privacy policy will advise you about how we protect your personal information and about what choices you have concerning our use of such information. If you choose to view our site and utilize its content, you consent to the data practices contained in this policy.

## Personal Identification Information:

New Beginnings Centers of Hope, Inc. collects certain identifiable information from you in order to provide the services you are seeking. Therefore, we may request personal identification information from you in connection with your use of, or participation in, scheduling appointments, communications, program participant registration, discussion groups, requests for information or suggestions, requests for free services or additional information (including via telephone call, text, chat or email to us), and in connection with other activities, services or resources we make available on any of our sites.

In all of these cases, we will collect personal identification information from you only if you voluntarily submit such information to us. New Beginnings Centers of Hope inc. will never intentionally disclose any personal identification information about you as an individual user (such as, for example, your full name, street address, zip code, age, telephone number, or email address) to any third party without having received your permission. New Beginnings Center of Hope does not sell, rent, or lease its website visitors list or program participant lists, or otherwise share your data with third parties. However, though we make every effort to preserve user privacy, we may need to disclose personal information wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process. We may share with others aggregated demographic information not linked to your personally identifiable information

## To Whom We Disclose Your Information

We may disclose the information we collect from or about you:

- To our affiliates
- To service provider who works on our behalf
- As required by law

- When required to protect our rights or your safety or the safety of others, or to detect, prevent, or respond to misuse of our Sites.

In addition, we may share de-identified information, such as reports on user demographics and traffic patterns, with third parties, including researchers.

## **After Site Use Information Collection**

In an effort to improve our current services and to add services you may be interested in, our Guest Services Coordinator or designee may request that you complete surveys to obtain your perception of our current surveys and solicit your desire for other services that we may add in the future.

## **Chat Rooms, Message Boards, and Public Forums**

Please keep in mind that whenever you voluntarily disclose personal information online, for example on the message boards, through email, or in chat areas that information can be collected and used by others. In short, by posting personal information online that is publicly accessible, you may receive unsolicited messages from other parties in return.

## **Security**

New Beginnings Centers of Hope, Inc. takes every precaution to protect sensitive information online, we also aggressively protect user-information offline. When our registration/donor/appointment/chat form asks users to enter confidential information (such as credit card number), that information is encrypted and is protected with the best encryption software we are aware of in the industry SSL.

While we use SSL encryption to protect sensitive information online, we also aggressively protect user-information offline. Only employees and volunteers who need the information to perform a specific job (for example, our customer service representative and CARE Consultants are granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment.

Our service provider may automatically collect certain technical information from your device over time and across different websites. This can occur when you use the Sites, cookies or similar technologies such as your Internet Protocol address, your browser type, your operating

system, the pages you view on the Sites, etc. This information allows us and our service providers to recognize you and personalize your experience if you return to the Sites, to improve the Sites and the services we provide, and to provide you with advertisements targeted to your interests.

## **Your Choices**

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## **Notification of Changes**

If we change our policies, we will post those changes to this statement and/or other places we deem appropriate. Our users are always aware of what information we collect, how we use it, and under what circumstances that we disclose it.

## **Miscellaneous**

The Terms of Use and Privacy Policy set forth in the Sites is governed and interpreted under the laws of the United States of America and the State of New York, without giving effect to its conflicts of laws provisions. If any portion is deemed unlawful, void, or effect to its conflicts of laws provisions. We can, at our sole discretion, replace or amend such provisions with another provision. This sets forth the entire understanding and agreement between us with respect to the Sites and any materials, communications, transmissions, or posting to the sites. We reserve the right to revise the policy at any time by updating this posting. You agree to be bound by any such revisions, and you should periodically read and review the same.

## Contact Us

If you have any questions about this document, please contact us at:

New Beginnings Centers of Hope, Inc.

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Jamaica, NY 11432

[newbeginnings.coh@gmail.org](mailto:newbeginnings.coh@gmail.org)

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