



Terms of Use

Last updated June 30, 2023

The Brain Injury Association of Georgia ("Brain Injury Association of Georgia", "we", "us", or "our") is a non-profit organization serving individuals with brain injuries and their families, friends, and providers. These Terms of Use (the "Terms") together with our Privacy Notice, which is incorporated herein by reference, govern your use of our website (braininjurygeorgia.org) and related online services that we provide (as used herein, the "Services").

These Terms set forth legally binding conditions that govern your access to and use of the Services. By accessing or using the Services, you agree to be bound by these Terms and all additional terms incorporated by reference, and represent that you are of a legal age to form a binding contract with us. If you do not agree to any portion of these Terms, do not access or use the Services.

Your right to access or use the Services is terminated if you violate these Terms. We reserve the right to revise these Terms, and any rights not expressly granted herein are reserved. Please check back periodically to review any changes to our Terms.

PLEASE SEE SECTIONS 12-14 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING MANDATORY ARBITRATION, AND A WAIVER TO A JURY TRIAL OR CLASS ACTION.

1. Medical Disclaimer

The use of information provided through our Services does not create a doctor-patient or other treatment relationship with you. DO NOT disregard your physician or healthcare provider's advice or delay seeking treatment based on information found through the Services. Although the Services may provide access to information, the Services do not themselves provide any medical advice or diagnosis, and are intended for use *for informational purposes only*. In the event of a medical emergency, please call 911. Otherwise, please direct any medical questions to your healthcare professional.

2. Use of the Services

Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, personal, and limited license to use and access the Services. The rights granted to you in these Terms are subject to the restrictions in these Terms. We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third-party for any modification, suspension, or discontinuation of the Services or any part thereof.

3. Materials

The Services are provided to you as a convenience and for your information only. Your use of the Services is at your own risk. We do not warrant or represent that: (a) any materials, documents, recommendations, images, graphics, logos, designs, audio, video, or any other information provided from or on the Services (the "Materials") is accurate or complete; (b) the Materials are up-to-date or current; (c) we have any obligation to update any Materials; (d) the Materials are free from technical inaccuracies or programming or typographical errors; (e) the Materials are free from changes caused by a third party; (f) your access to the Services will be free from interruptions, errors, computer viruses or other harmful components; or (g) any information obtained in response to questions asked through the Services is accurate or complete.



4. Restrictions

You may not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing, control or security features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or "bot," and shall not give any other person or entity unauthorized access to the Services; or (l) engage in "scraping," copying, republishing, licensing, or selling the data or information on the Services.

5. User Information

You hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use and display the information and materials that you provide to us through the Services, including content, feedback, questions, and suggestions ("**Feedback**"), as reasonably necessary to provide the Services to you and to otherwise use for our benefit. You agree that we are free to use any Feedback that you provide to us with respect to the Services for any purposes whatsoever without any restriction, including developing and marketing new products, services and features without any liability or payment of any kind to you. You waive all intellectual property rights in any such Feedback.

6. Your Responsibilities

If you make a payment through the Services, you authorize the payment information you provided to be charged and you understand that you will be liable for payment. You agree to provide current, complete and accurate payment information for all payments made through our Services. Please note we use a third party payment processor to process payments made through our Services. When you make a payment, we will transfer you to our payment processor's network through which all transactions are processed. You agree to provide accurate payment information, including your contact information and payment card details, so that we (and our third party service provider) can complete your payment and contact you as needed in connection with your payment. By providing us and our payment processor with your payment information, you represent: (a) you have authorized us to use that payment information; (b) any payment information you provide is true and accurate; and (c) you are authorized to use such payment information.

7. Your Privacy

Personal information collected by us in connection with the Services will be maintained in accordance with our posted  Privacy Notice.



8. Reporting Infringement and Other Violations

We respect the intellectual property rights of others, and we prohibit users of our Services from (a) submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights, or (b) engaging in any activities that violate these Terms. Please report any such issues to us via the contact information provided at the end of these Terms.

9. Our Intellectual Property Rights

The Services contain Materials owned by (or licensed to) us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein or with our express prior written permission, none of the information and Materials provided by the Services may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes. Trademarks and service marks that may be referred to in the Services are the property of Brain Injury Association of Georgia or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission.

10. Links to Other Websites

The Services may contain links to third party websites, social media platforms or plug-ins. Access to any other websites or services is at your own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on other such websites. We provide these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation or approval. The content, accuracy, opinions expressed and other links provided by linked websites are not investigated, verified, monitored or endorsed by us. If you decide to visit, or transact business at any linked Services, you do so at your own risk and it is your responsibility to take all protective measures. The third party websites are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

11. Linking to our Services

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: (a) link from your own or certain third-party website to certain content on our Services; (b) send communications with certain content, or links to certain content, using the Services; or (c) cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party services. You may use these features solely as they are provided by us, and must not otherwise establish a link from any website that is not owned by you, cause the Services or portions of it to be displayed on, or appear to be displayed by, any other Services (for example, scraping, framing, deep linking, or in-line linking), or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

12. Disclaimer of Warranties; Limitation of Liability

Nothing in these Terms, including our Privacy Policy, or our Services shall be construed or interpreted as denying Brain Injury Association of Georgia any defense available under the laws of the State of Georgia. This paragraph shall survive any termination or expiration of these Terms.



YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. WE DO NOT REPRESENT OR WARRANT THAT YOUR PERSONAL INFORMATION WILL REMAIN SECURE AT ALL TIMES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF ANY LAW.

We may update our Services and Materials from time to time, but they will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

The provisions in our Terms are intended to be only as broad and inclusive as is permitted by applicable law. We recognize that some laws provide consumers specific rights and remedies and expressly prohibit waiver of these rights. Except to the extent required by such laws, as applicable, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to these laws, you waive nominal damages, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney's fees. We reserve all rights, defenses and permissible limitations under applicable law.

We make no representation that the Services are appropriate or available for use in all jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from such jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

13. Indemnification

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services and the content you submit to the Services by any means, including without limitation through a posting, a link, reference to other content, or otherwise.

14. Governing Law; Arbitration and Class Action Waiver



THE LAWS OF THE STATE OF GEORGIA WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ATLANTA, GEORGIA IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

We are reachable via the contact information at the end of these Terms to address any concerns you may have regarding your use of the Services. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to you initiating a lawsuit or arbitration against us. Any matter or dispute relating in any way to your use of the Services or these Terms which is not so resolved shall be submitted to binding confidential arbitration as provided below.

Excluding claims by us for injunctive or other non-monetary relief, any claims related to the Services and any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Streamlined Arbitration Rules & Procedures then in effect. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, except to the extent that disclosure may be legally required of a party, necessary to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Atlanta, Georgia or at the option of the party seeking relief, online, by telephone, via written submissions alone or in your state of residence if requested, and be administered by JAMS; provided however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against us in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by JAMS, we may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the Parties (and terminate any pending administration by JAMS), (a) with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration, and (b) except with respect to administration of the arbitration proceedings, the arbitrator shall follow JAMS Inc. Streamlined Arbitration Rules and Procedures.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

15. Termination of Services

The Terms will remain in full force and effect while you use the Services. We may, in our sole discretion and at any time, change or discontinue providing any part of the Services. We may suspend or terminate your right to use the



Services at any time for any reason in our sole discretion, including for any use of the Services in violation of these Terms. We will not have any liability whatsoever to you for any termination of your rights under these Terms.

16. Entire Agreement; Severability

Except to the extent you are using the Services on behalf of an organization that has entered into a contractual relationship with us for these Services and the terms of that contractual relationship conflict with or otherwise supersede these Terms, you agree that (a) you have read and understood and agree to be bound by these Terms, (b) these Terms, together with our posted Privacy Notice which is incorporated herein by reference, constitute the complete and exclusive statement of the agreement between you and Brain Injury Association of Georgia, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms.

If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

17. Contact Information

If you have any questions, concerns or comments about these Terms or our Services, please contact us at:

Brain Injury Association of Georgia
2300 Bethelview Road
Suite 110-343
Cumming, GA 30040
1-800-444-6443
info@braininjurygeorgia.org