Privacy policy and terms of use -link

PRIVACY POLICY

*Last Updated: Feb 14, 2017*

Protecting your privacy is really important to us. Accordingly, we’re providing this Privacy Policy to explain our practices regarding the collection, use and disclosure of information that we receive when you use our Site (as defined in our Terms of Service, accessible on our website under [Terms of Service](http://www.bayarealyme.org/terms-of-service/). This Privacy Policy applies only to those websites, services and applications included within “Site” and doesn’t apply to any third-party websites, services or applications, even if they are accessible through our Site. Also, please note that, unless we define a term in this Privacy Policy, all capitalized words used in this Privacy Policy have the same meanings as in our Terms of Service.

**How do we collect and use information?**

Our primary goals in collecting information are to provide and improve our Site, to administer your use of the Site, and to enable you to enjoy and easily navigate our Site.

**Personal Information.** If you sign up to receive our newsletters or contact us at Stand4Lyme Foundation, we will collect information that can be used to contact or identify you such as your name and email address (“PII”). If you make a donation to Stand4Lyme Foundation via the Site or Newsletter, we (or our third party payment processors) will also collect PII such as your credit card information and billing address to facilitate your donation.

**The Security of Your Information**

We take reasonable measures to protect the information that we collect from or about you (including your PII) from unauthorized access, use or disclosure. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information.

**Links to Other Sites**

Our Site may contain links to other websites and services. Any information that you provide on or to a third-party website or service is provided directly to the owner of the website or service and is subject to that party’s privacy policy. Our Privacy Policy does not apply to such websites or services and we’re not responsible for the content, privacy or security practices and policies of those websites or services. To protect your information we recommend that you carefully review the privacy policies of other websites and services that you access.

**Modifying Your Information**

You can access and modify the PII you provide to us via the Site by sending us an email at cure@stand4lyme.org. If you want us to delete your PII, please contact us at cure@stand4lyme.org with your request. We’ll take steps to delete your information as soon as is practicable, but some information may remain in archived/backup copies for our records or as otherwise required by law.

**Our Policy Toward Children**

Our Site is not directed to children under 13 and we do not knowingly collect PII from children under 13. If we learn that we have collected PII of a child under 13 we will take steps to delete such information from our files as soon as possible.

**Changes to Privacy Policy**

Any information that we collect is subject to the privacy policy in effect at the time such information is collected. We may, however, modify and revise this Privacy Policy from time to time. If we make any material changes to this Privacy Policy, we’ll notify you of such changes by posting them on the Site or by sending you an email or other notification, and we’ll indicate when such changes will become effective.

**Questions?**

Please contact us at cure@stand4lyme.org if you have any questions about our Privacy Policy.

TERMS OF USE

**Stand4Lyme Foundation’s Website Terms of Service Last Updated: February 14, 2017**

Welcome to the Stand4Lyme Foundation website located at www.stand4lyme.org (the “Site”). Please read these Terms of Use (the “Terms”) carefully because they govern your use of our Site.

**Agreement to Terms**

By using our Site, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Site.

**Changes to Terms or Site**

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Site after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. Because our Site is evolving over time we may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.

**The Mission**

Stand4Lyme Foundation is dedicated to paving a medical path to wellness for patients at all stages of Lyme disease.

**THE SITE IS INTENDED SOLELY AS AN INFORMATIONAL TOOL TO ASSIST YOU IN LEARNING ABOUT STAND4LYME FOUNDATION AND BACKGROUND INFORMATION ON LYME DISEASE. THE SITE IS NOT INTENDED TO PROVIDE HEALTH OR MEDICAL ADVICE. THE SITE IS NOT PROVIDED IN THE COURSE OF A PROFESSIONAL RELATIONSHIP BETWEEN A HEALTH CARE PROVIDER AND A PATIENT AND IS NOT INTENDED TO CREATE ANY PATIENT RELATIONSHIP, NOR SHOULD IT BE CONSIDERED A REPLACEMENT FOR CONSULTATION WITH A HEALTH CARE PROFESSIONAL. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE. YOU SHOULD NOT RELY ON THE SITE FOR ANY LIFE-THREATENING CONDITION OR ANY OTHER SITUATION WHERE TIMELY ADMINISTRATION OF MEDICATIONS OR OTHER TREATMENT IS CRITICAL.**

Neither the Foundation nor the Site or the materials contained on it should be seen to recommend or endorse any specific tests, physicians, products, procedures, opinions, course of treatment or therapy or other information on or associated with the Site. You should always consult your own qualified health care professional concerning your particular circumstances and needs and not rely on the Site or any materials appearing on it.

**Using the Site**

Anyone may use the Site, but you may only use certain features of the Site (e.g., signing up for our newsletter, and/or making donations, and others that require you to provide personal information such as your email addresses or other information about yourself and your accounts, if you are at least 13 years old.

Other areas of the Site, such as those that enable donating, require you to be at least 18 years old, and individuals younger than that are not permitted to use any functionality for which credit card or other financial information is required.  By using such areas of the Site, you represent and warrant to us that: (a) you are 18 years of age or older and the age of majority in your state of residence as of the time you register as a Registered User; (b) all information provided by you during the process is truthful, accurate and complete; (c) you will comply with all terms and conditions of these Terms of Use; and (d) you will not use the Site or any other content, materials or information obtained from the Site, for any purpose that is unlawful or prohibited by these Terms of Use.

**Privacy Policy**

In order for you to access certain portions of the Site, you may be asked to provide information that personally identifies you, such as your name, mailing address, e-mail address and home and/or telephone numbers (“Personal Information”). If you communicate with us by e-mail or otherwise complete online forms or the like, information provided in such communication may be collected as Personal Information. Our information collection and use policies with respect to the privacy of such Personal Information are set forth in the Site’s Privacy Policy, which is located at www.Stand4Lyme.org/privacy-policy/ and is incorporated into these Terms by reference.

**Donations**

When you make a donation to Stand4Lyme Foundation via the Site or Newsletter, you will be required to provide customary billing information such as name and billing address to Stand4Lyme Foundation or our third party payment processors. You agree to pay the applicable donation amount. All donations are non-refundable and are payable in United States dollars.

**Feedback**

We welcome feedback, comments and suggestions for improvements to the Site (“Feedback”). You can submit feedback by emailing us at cure@stand4lyme.org. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicenseable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise use the Feedback for any purpose.  To the extent that you include your name and/or likeness, you also grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty free, sublicenseable, and transferable license to use your name, likeness, and any other information that identifies you in connection with our use of Feedback.

**Content Ownership, Responsibility and Removal**

Stand4Lyme Foundation and its licensors exclusively own all right, title and interest in and to the Site and Content, including all associated intellectual property rights. As used in these Terms, “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Site. You acknowledge that the Site and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or Content. Subject to your compliance with these Terms, Stand4Lyme Foundation grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to access and view the Content solely in connection with your permitted use of the Site and solely for your personal and non-commercial purposes.

**General Prohibitions**

You agree not to do any of the following:

* Use, display, mirror or frame the Site, or any individual element within the Site, Stand4Lyme Foundation’s name, any Stand4Lyme Foundation trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Stand4Lyme Foundation’s express written consent;
* Access, tamper with, or use non-public areas of the Site, Stand4Lyme Foundation’s computer systems, or the technical delivery systems of Stand4Lyme Foundation’s providers;
* Attempt to probe, scan, or test the vulnerability of any Stand4Lyme Foundation system or network or breach any security or authentication measures;
* Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Stand4Lyme Foundation or any of Stand4Lyme Foundation’s providers or any other third party (including another user) to protect the Site or Content;
* Attempt to access or search the Site or Content or download Content from the Site through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Stand4Lyme Foundation or other generally available third party web browsers;
* Use any meta tags or other hidden text or metadata utilizing a Stand4Lyme Foundation trademark, logo, URL, or product name without Stand4Lyme Foundation’s express written consent;
* Use the Site or Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
* Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site or Content;
* Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
* Collect or store any personally identifiable information from the Site from other users of the Site without their express permission;
* Impersonate or misrepresent your affiliation with any person or entity;
* Violate any applicable law or regulation; or
* Encourage or enable any other individual to do any of the foregoing.

Although we’re not obligated to monitor access to or use of the Site or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**Links to Third Party Websites or Resources**

The Site may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

**User Submissions**

We do not claim ownership of any information or material a user transmits, posts, or uploads to or through the Site by any means, including, without limitation, by message boards, chat rooms or similar discussion forums, blogs, wiki pages, or otherwise (“Submissions”). All Submissions will be treated as non-confidential and non-proprietary, and may be disseminated or used by us for any purpose and in any way without any compensation.

By making a Submission to or through the Site, you automatically grant us an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit, and distribute such Submission, alone or as part of other works in any form, media, or technology whether now known or hereafter developed.

You warrant and represent that you shall not transmit, post or upload to or through the Site any Submission that is, in whole or in part, libelous, scandalous, inflammatory, discriminatory, defamatory, false, threatening, vulgar, obscene, pornographic, profane, abusive, harassing, invasive of another’s privacy, hateful or bashing, aimed at gender, race, color, sexual orientation, national origin, religious views or disability, or otherwise unlawful, or that violates or infringes on the privacy, publicity, intellectual property, proprietary, or contractual rights of any third party.

You further warrant and represent that to the extent you transmit, post or upload to or through the Site any Submission that constitutes a review, a testimonial and/or an endorsement of a product and/or service, you will clearly and conspicuously disclose the material connections you share with the seller of the product and/or service, including disclosing the fact that you are being paid to promote or review the product and/or service or from any links within your Submission whenever that is the case, based your review, testimonial and/or endorsements on your own independent evaluation of the product and/or service, not pass along misleading or unsubstantiated advertiser claims, and otherwise comply with applicable laws.

We do not represent or warrant the truthfulness, accuracy or reliability of any content, information or material contained in any Submissions made to or through the Site by users or endorse any statements, representations or opinions expressed by users in their Submissions. Your reliance on content, information, material, statements, representations or opinions contained in any Submissions made to or through the Site by other users shall be at your own risk.

While we may moderate Submissions and reserve the right to refuse and/or remove any Submissions for any reason, we are not responsible for screening or monitoring Submissions made to or through the Site by users. If notified by a user of any Submissions made to the Site allegedly in violation of these Terms of Use, we may investigate the allegation and determine in good faith and our sole discretion whether to remove such Submission or any portion thereof. We shall have no liability or responsibility to users for performance or nonperformance of such activities.

We reserve the right not to post or to remove any information or material posted, uploaded, input or submitted to the Site for any reason, including, without limitation, any Submissions that, in our sole discretion, we deem to be in violation of these Terms of Use.

**Copyright Complaints**

If you believe that material posted on the Site infringes upon any copyright that you own or control, or that any link on the Site directs users to another Web site that contains materials that infringe upon any copyright that you hold or control, you may file a notification of such infringement with our Designated Agent as provided at www.copyright.gov or as set forth below:

To be effective, any written complaint must contain the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address; (v) a statement that you have a good faith belief that the complained-of materials is not authorized by the copyright or other proprietary right owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user’s email address in our records, or by written communication sent by first-class mail to a user’s address in our records.

In accordance with the Digital Millennium Copyright Act ( or “DMCA”) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers of any copyright. We may also at our sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

**Deactivation**

We may terminate the Site or your access to and use of the Site, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation, or cancellation of Site, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

**Warranty Disclaimers**

**THE SITE AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** We make no warranty that the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

**Indemnity**

You agree to indemnify, defend, and hold harmless Stand4Lyme Foundation and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Site or Content or (ii) your violation of these Terms.

**Limitation of Liability**

**NEITHER STAND4LYME FOUNDATION NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SITE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STAND4LYME FOUNDATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**IN NO EVENT WILL STAND4LYME FOUNDATION’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CONTENT EXCEED FIFTY DOLLARS ($50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN STAND4LYME FOUNDATION AND YOU.**

**Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Site or these Terms will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**General Terms**

These Terms, along with the Privacy Policy, constitute the entire and exclusive understanding and agreement between Stand4Lyme Foundation and you regarding the Site and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Stand4Lyme Foundation and you regarding the Site and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Stand4Lyme Foundation’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Stand4Lyme Foundation may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Stand4Lyme Foundation under these Terms, including those regarding modifications to these Terms, will be given by Stand4Lyme Foundation: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Stand4Lyme Foundation’s failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Stand4Lyme Foundation. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information**

If you have any questions about these terms or the site, please contact Stand4Lyme Foundation at 20400 Stevens Creek Blvd. Suite 700 Cupertino, CA 95014.