

Terms of Service & Privacy Policy

I. Ownership and Operation

This web site belongs to Families First Indiana, Inc., 615 N. Alabama St., Suite 320, Indianapolis, IN, 46204, USA. Our phone number is 317-634-6341. Families First Indiana, Inc. may, in its sole discretion and at any time, modify or discontinue this website or specific portions of it.

II. Agreement to be Bound

Your use of this website constitutes your agreement with Families First Indiana, Inc. to be bound by, and to act in accordance with, these Terms of Use.

III. Continuing Agreement

We may change or revise these Terms of Use from time to time by updating this posting, so please visit this area each time you visit the website to keep up-to-date with the current terms regarding your use of the website. Your use of the website reaffirms your continuing agreement to the then-current Terms of Use.

IV. Use of Site Materials

Families First Indiana, Inc. owns the copyright for all of the material on the website or has a valid right from a third party to use material on the website. Families First Indiana, Inc. also owns or has a valid right to use all trademarks, service marks, and trade names used on this website. No part of the website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright, trademark and other proprietary notices on the materials. Any modification of the materials or use of the materials for any other purpose is a violation of Families First Indiana, Inc. copyright and other proprietary rights. The use of any such material on any other website or computer network without Families First, Inc.'s written consent is strictly prohibited. Your use of the trademarks, service marks and trade names on this website in any manner other than as authorized in these terms and conditions, or as authorized in writing by Families First Indiana, Inc., is strictly prohibited.

V. Downloaded Software

If you download software from this website, the software and all files, images and data relating to the software will be licensed to you by Families First Indiana, Inc. You do not own the downloaded software, and Families First Indiana, Inc. does not transfer ownership of the software to you. Families First Indiana, Inc. retains full ownership of and title to the downloaded software and all intellectual property rights related to the software. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. Software that is downloaded from this website is subject to United States export control laws. If you download software from this website, you represent and warrant to Families First Indiana, Inc. that you are not acting in violation of those laws.

VI. Privacy

Families First Indiana, Inc. cares about your privacy. This website privacy policy outlines the type of personal information that is collected by Families First Indiana, Inc. from visitors to our website and how we use and protect it.

A. Your Consent to This Website Privacy Policy

By providing Families First Indiana, Inc. with personal information, you signify that you agree with the terms of our current Privacy Policy as posted here. If you do not agree with any term in this Policy, please do not provide any personal information. If you choose not to provide personal information, you may not be able access particular areas of our website.

B. Collection of Personal Information

As used in this Website Privacy Policy, "personal information" means personally identifiable information such as your name, street address, telephone number, credit card information, screen name and email address.

When you provide us with personal information, you are authorizing us to use that information in accordance with the terms of this Privacy Policy, which includes your right to limit our use of your personal information.

C. How We Use Your Information

When you supply us with your personal information we will use it for the express purpose for which it was collected. At times we may retain third parties to analyze data we collect, including personal information, solely to help us improve our website. Families First Indiana, Inc. does not sell personal information. Please note that we will release your personal information if required to do so by law, or by search warrant, subpoena or court order.

D. Other Information We May Collect

Other information that we may collect online, via the website, email promotions and banners, for example, is described in this section.

You may have heard of "cookies," which are files or pieces of information that are stored by your browser on your computer's hard drive. Families First Indiana, Inc. may use cookies to collect other information during your visit to our website, such as the particular site areas you visit. We collect this information to better tailor our site to your interests and needs. Cookies may also be used to help speed up your future activities at our site.

Most browsers are initially set to accept cookies. If you'd prefer, you can set yours to refuse cookies or to alert you when cookies are being sent. Refusal of cookies at the site you entered may result in an inability to visit certain areas of the site or to receive personalized information when you visit the site.

In addition, we are constantly trying to improve how we promote our website. To help us do this, we may measure the effectiveness of our web presence by determining what you clicked on to get to our site.

Site measurement statistics may be used to personalize your website experience, as well as to evaluate - anonymously and in the aggregate - statistics about usage of the website.

Information about your computer, such as your IP address (a number assigned to your computer whenever you surf the Internet), the type of Internet browser you are using and the type of computer operating system you are using may also be collected and linked to your personal information. This is to ensure that our website presents the best web experience for visitors, and that it is an effective information resource.

Finally, some of the pages you visit may use pixel tags (also called clear gifs) to collect information about your navigation on our website. Pixel tags are tiny graphic files that are included in web pages and HTML-encoded email messages. When such a page or email is opened, the recipient's computer accesses our server to retrieve the pixel tag file, and allows us to record and store the date and time, and other standard logging information. The pixel tag also may read cookies. This information is used to evaluate and enhance how the website functions.

E. Privacy of Children

Families First Indiana, Inc. is committed to protecting the online privacy of children and making the Internet safe for our users. For this reason, Families First Indiana, Inc. does not knowingly collect personal information from children under 13 years old. We encourage parents of children under 13 years old to regularly check and monitor their children's activities online.

F. Security of Information

We take reasonable precautions to keep your personal information secure. All personally identifiable information is subject to restricted access to prevent unauthorized access, modification or misuse.

G. Changes in Our Policy

Families First Indiana, Inc. reserves the right to change or remove this Website Privacy Policy at our discretion. We will post any new policy here and we encourage you to visit this area frequently to stay informed.

H. Who to Contact

Please contact Families First, Inc., 615 N. Alabama St., Suite 320, Indianapolis, IN, 46204, or call us at 317-634-6341 if you have any comments or questions about this Website Privacy Policy or to report any violations of the Website Privacy Policy.

Again, Families First Indiana, Inc. is committed to protecting your privacy in connection with our website; we will <u>never</u> request client information regarding any treatment information, payment for treatment, or any other Protected Health Information through our website. Please do not hesitate to contact us if you have any questions, comments or concerns about this Website Privacy Policy.

VII. Submissions

All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit to Families First Indiana, Inc. through this website will become and remain the exclusive property of Families First Indiana, Inc., including any future rights associated with such submissions, even if these Terms of Use are later modified or terminated. This means that you disclaim any proprietary rights in such submissions, and you acknowledge Families

First Indiana, Inc.'s unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. It also means Families First Indiana, Inc. has no obligation to keep your submissions confidential.

VIII. Links to Other Sites

For your convenience, this website may provide links to other websites on the World Wide Web that are not operated by Families First Indiana, Inc. These links do not mean that Families First Indiana, Inc. endorses, approves, or sponsors any information available at the linked site or any products that might be sold on the linked site, nor is Families First Indiana, Inc. liable for any damage that might result from your use of such information or products.

IX. Contents of the Web Site - Disclaimer

The materials within this website (including any graphics, software, recommendations or other materials) and any materials made available through this website are provided "as is" and without warranties of any kind, either expressed or implied. To the fullest extent permissible pursuant to applicable law, Families First Indiana, Inc. disclaims all warranties, expressed or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Families First Indiana, Inc. does not warrant or make any representations regarding the use or the results of the use of the materials in this website in terms of their correctness, accuracy, reliability, or otherwise. The materials in this website could include technical inaccuracies or typographical errors. These materials could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Families First Indiana, Inc. undertakes no obligation to verify or maintain the accuracy of such information.

Certain links in this website may link you to other sites on the World Wide Web. The linked sites may not be under the control of Families First Indiana, Inc. and Families First Indiana, Inc. is in any event not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Families First Indiana, Inc. is not responsible for webcasting or any other form of transmission received from any linked site. Families First Indiana, Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply a referral by Families First Indiana, Inc. to, or an endorsement by Families First Indiana, Inc. of, the linked site or any products or services which may be offered there.

X. Operation of the Website - Disclaimer

Families First Indiana, Inc. endeavors to maintain this website and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the website or its operation. As to the operation of the website, Families First Indiana, Inc. expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Families First Indiana, Inc. makes no warranty that (i) the operation of the website will meet the user's requirements; (ii) access to the website will be uninterrupted, timely, secure, free of viruses, worms, Trojan horses, or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the website will be accurate or reliable; or (iv) defects will be corrected. You (and not Families First Indiana, Inc.) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting this website.

XI. Limitation of Liability

Under no circumstances shall Families First Indiana, Inc. be liable for any damages or injury, including any direct, special, incidental, consequential, punitive, or other damages, that may result from the use of, or the inability to use, the website or any materials in this site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the website or information available in the website. Families First Indiana, Inc. shall not be liable even if Families First Indiana, Inc. or a Families First Indiana, Inc. authorized representative has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, Trojan horse, or other harmful component.

XII. Limitations as to Paragraphs VIII, IX, and X

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall Families First Indiana, Inc. total liability to you for damages, losses, and causes of action (whether in contract, tort including, but not limited to, negligence, or otherwise) exceed the amount paid by you, if any, for accessing this site.

XIII. Postings

Families First Indiana, Inc. may from time to time monitor or review discussions, chats, postings, and other transmissions on this website. However, Families First Indiana, Inc. is under no obligation to do so and assumes no responsibility or liability arising from the content of any such transmissions or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, illegality, or inaccuracy contained in any information transmitted to any such locations on this website. You may not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Families First Indiana, Inc. will fully cooperate with any law enforcement authorities or court order requesting or directing Families First Indiana, Inc. to disclose the identity of anyone posting any such information or materials. Families First Indiana, Inc. may also disclose such information if it has a good faith belief that such disclosure is reasonably necessary to protect the rights, property, or personal safety of Families First Indiana, Inc., its customers or the public.

XIV. Availability of Help

Families First Indiana, Inc. is under no obligation to provide any support for the use of the website.

XV. Severability

If any provision of these Terms of Use shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

XVI. No Waiver

No failure on the part of Families First Indiana, Inc. to enforce any part of these Terms of Use shall constitute a waiver of any of Families First Indiana, Inc. rights under these Terms of Use whether for past or future actions on the part of any person. Neither the receipt of any funds by Families First Indiana, Inc. nor the reliance of any person on Families First Indiana, Inc. actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of Families First Indiana, Inc. shall have any legal effect whatsoever.

XVII. No Legal Effect

The paragraph titles in these Terms of Use are for convenience only and have no legal or contractual effect.