

## Disclaimer

When you use this site, you acknowledge that you have read and agree to abide by the terms described in the User Agreement.

## User Agreement

### Terms of Use

The World Wide Website with its home page in the domain "sdnnonline.org" (the "Website") is a complimentary information and interactive community service offered by San Diego Nutrition Network ("SDNN") at no charge to users of the World Wide Web, with the express condition that these users agree to be bound by the terms and conditions set forth in this User Agreement. SDNN reserves the right to change these terms and conditions any time, without notice to you, and you must consult the most recent version of this User Agreement (not an older cache version) each time you view the Website. Use of this Website constitutes your acceptance of all the following terms and conditions, in their current form or as modified.

### Description of Service

SDNN currently provides users access to an extensive amount of resources, including, but not limited to, public forums, health and medical content and online tools. SDNN assumes no responsibility or liability for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization data or settings. All such risks shall be borne by you.

### User Submissions

By submitting communications or content to any part of the site where such content would be viewable by the public (e.g. posting a public forum/bulletin board or public chat or other public communication), you agree that such submission is nonconfidential for all purposes. Any submission to the Website will be deemed and remain the property of SDNN. You grant or warrant that the owner of such content has expressly granted SDNN a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. SDNN members will be listed in the SDNN Member Directory. Should your organization not want to be listed, please notify the Webmaster, otherwise contact information will be provided.

### Modifications to the Service

SDNN reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SDNN shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

### Termination

You agree that SDNN, in its sole discretion, may terminate your membership (or any part thereof) or use of this Service, and remove and discard any content within the Service, for

any reason, including, without limitation, for lack of use or if SDNN believes that you have violated or acted inconsistently with the letter or spirit of this user agreement. You agree that any termination of your access may be effected without prior notice, and acknowledge and agree that SDNN may immediately deactivate or delete all related information and files in your account and/or bar further access to such files or the service. Further, you agree that SDNN shall not be liable to you or any third party for any termination of your access to the Service.

#### **Medical Disclaimer**

You acknowledge that the information on the Website is provided "as is" for general information only. It is not intended as medical advice, and should not be relied upon as a substitute for consultations with qualified health professionals who are familiar with your individual medical needs.

#### **Disclaimer of Warranty**

SDNN makes no warranties of any kind regarding this Website, including but not limited to any warranty of accuracy, completeness, currency, reliability, merchantability, or fitness for a particular purpose, or any warranty that these pages, or the server that makes them available, are free of viruses or other harmful elements, and such warranties are expressly disclaimed.

#### **Limitation of Liability**

You agree that you will hold harmless SDNN and its officers, directors, employees, and volunteers from all claims arising out of or related to your access or use of, or your inability to access or use, this Website or the information contained in this Website or the other Websites to which it is linked. This includes, but is not limited to, information or materials viewed or downloaded from this Website or another Website to which it is linked that appeared to you or are construed by you to be obscene, offensive, defamatory, or that infringe upon your intellectual property rights. In no event will SDNN or the contributors of information to this Website be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.

#### **Endorsements**

You acknowledge that the opinions and recommendations contained in this Website are not necessarily those of SDNN or endorsed by SDNN. SDNN may provide links on the Website to other Websites which are not under the control of SDNN. In general, any Website which has an address (or URL) which does not contain "sdnnonline.org" is such a Website. These links are provided for convenience of reference only and are not intended as an endorsement by SDNN of the organization or individual operating the Website or a warranty of any type regarding the Website or the information on the Website.

The use of trade, firm, or corporation names in this publication (or page) is for the information and convenience of the reader. Such use does not constitute an official endorsement or approval by the United States Department of Agriculture or the

Agricultural Research Service of any product or service to the exclusion of others that may be suitable.

### **Usage of Content**

Unless otherwise indicated, all information contained on this Website, such as text, graphics, logos, button icons, images, audio clips is copyrighted by and proprietary to the San Diego Nutrition Network, and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or part in any manner without SDNN's prior consent, except that the user may make such temporary copies in a single computer's RAM and hard drive cache as are necessary to browse the Website. The user may also make a single copy of the content displayed on any page of the Website to be used by the user for personal and noncommercial uses which do not harm the reputation of the SDNN, provided that the user does not remove any trademarks, copyright, and any other notice contained in such content.

### **Linking Information**

SDNN is not responsible for the information or materials contained on the host Website. Links to this Website are provided for convenience of reference only and are not intended as an endorsement by SDNN of the organization or individual operating the host Website or a warranty of any type regarding the host Website or the information on the host Website.

### **Content Usage**

Our Content Usage Policy specifies how the information on this site may or may not be used, and include copyright, trademark, personal usage, and jurisdiction guidelines.

### **Internet Privacy Policy**

The SDNN Privacy Policy details our online information practices, including the use of personal information and our commitment to data security.

### **Our Commitment to Privacy**

SDNN respects the privacy of every individual who visits [www.sdnnonline.org](http://www.sdnnonline.org) ("Website"). This notice explains our on-line-information practices. Because your privacy is important to us, we provide you with notice and choices about the collection and use of your information. To make this notice easy to find, links are provided at the bottom of our home page and on every page within our Website. Additionally, each page that requests personally identifiable information reminds you of the importance of your privacy and provides a link to the privacy policy. By visiting SDNN at [www.sdnnonline.org](http://www.sdnnonline.org) you accept the practices described in this Privacy Notice.

### **Data Collection**

**We collect two types of information:**

- 1. Standard Web server traffic pattern, general traffic, site usage, and length-of-stay information data are collected and stored in log files. This type of information is shared externally only on an aggregated basis.**

2. **Personal information.** We do not collect personally identifiable information from you unless you provide it to us voluntarily and knowingly. If you personalize a Website, volunteer, request information, or donate, for example, we may collect the following information: first and last name, street address, city, state, zip code, telephone number, e-mail address, and subject of inquiry.

#### **Data Use**

We limit the use of information provided to us on our Website to the following:

#### **Internal Use**

1. If you do not make a service request, donation, purchase, or otherwise identify yourself, we will have no personally identifiable information about you. We will only use aggregate information derived, in part, from your use of our site to improve our site and our service to you.
2. If you provide personal information, we may enter your name into our constituent database and contact you in order to:
  - Complete voluntary surveys seeking feedback for quality and service improvements purposes.
  - Supply you with information including nutrition related health news, SDNN programs, events, and services.
  - Request your participation in a SDNN research study.
3. We collect the e-mail addresses of those who communicate with us by e-mail. Inquiries may be forwarded to the appropriate SDNN department for response and may be entered into our constituent database. If your name is entered into the database, we may contact you (see (2) above).

#### **External Use**

Your health-related information is privileged and confidential and will not be shared or released to any organization or business entity other than those affiliated with or working in conjunction with SDNN as follows:

#### **Links Within Our Website**

##### **Internal Links**

Because of the various programs and services at SDNN, there are several privacy notices to inform our constituents of policies specific to the activity in which they are participating.

##### **External Links**

Our privacy policies apply only to your use of the SDNN Website. This site contains links to other sites, including sites that have a special relationship with us. Links to other sites do not imply an endorsement of the materials or policies on those Websites. You should read the privacy policies of each site you visit to determine what information that site may be collecting about you.

#### **Contact Us**

The privacy statement will be updated periodically and posted on our Website. It applies only to our on-line practices and does not encompass other areas of the organization. References to "SDNN", "we", "us", and "our" are references to San Diego Nutrition Network and our affiliates. We reserve the right to change this policy at any time by posting revisions. You agree to review the Privacy Policies each time you use our Website so that you are aware of any modifications. By accessing or using the Website, you agree

to be bound by all of the terms and conditions of the SDNN Privacy Policy as posted at the time of your access or use.

#### **Policy Updates**

We reserve the right to update this policy at any time. If a material change is made to the policy, we will e-mail all registered users at the e-mail address provided at time of registration.

#### **Linking Policy**

Organizations wishing to link to or from [sdnnonline.org](http://sdnnonline.org) should review our Linking Policy.

#### **Links to Third Party Sites**

The San Diego Nutrition Network provided links to Internet sites maintained by third parties, over which the San Diego Nutrition Network have no control. The San Diego Nutrition Network do not endorse the content, operations, product, or services of such sites, and San Diego Nutrition Network are not responsible or liable for the content, operators, availability, accuracy, quality, advertising, products, services, or other materials on or available from such sites. San Diego Nutrition Network shall not be responsible or liable, directly or indirectly, for any change of loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on or through such sites.