

Real Choices Chula Vista

Terms of Use & Privacy Policy

Updated: 3/29/2023

BEFORE USING THIS SITE, PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE AND PRIVACY POLICY. By using this site, you are deemed to have agreed to these terms and conditions of use and privacy policy. We reserve the right to modify them at any time. You should check these terms and conditions periodically for changes. By using this site after we post any changes to these terms and conditions, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms and conditions of use please do not use this site.

Terms of Use

These terms and conditions apply to your use of all of the sites and services owned or operated by *Silent Voices, Inc/DBA Real Choices Chula Vista*, and affiliated organizations and any other site that we 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 of 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.

Links

These terms and conditions apply only to our Sites, and not to the sites of any other companies or organizations, including those to which any of the Sites may link. We are not responsible for the availability of any other site to which any of the Sites links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. We are not responsible for the content of any sites which may be linked to our Sites. These links are provided for your convenience only and you access them at your own risk.

Copyright

We respect the intellectual property rights of others, and require that the people who use the Sites 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 U.S.

copyright and, except those items acknowledged as proprietary to others, may not be used, copied, transmitted, or reproduced in whole or in part without the express written consent of our organization. Use of 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 copyrighted material you do not obtain any ownership rights in that material. We reserve all rights under United States and international laws.

Disclaimers

The services, products and materials on this site are provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Neither we nor any of our respective licensors or suppliers warrant that any functions contained in the sites will be uninterrupted or error-free, that defects will be corrected, or that the sites or the server that makes them available are free of viruses or other harmful components. Neither we nor any of our respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products or materials in this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or any of our respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to your system. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation of Liability

Under no circumstances, including but not limited to negligence, will we 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, directors, officers, agents, material or communication providers, and internet service providers harmless from any and all losses, liabilities, 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, 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

The 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 part of this service. In addition, nothing contained in these Sites is intended to be or constitutes legal advice, and users should always seek the advice of an appropriate attorney or other professional 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.

Uniform Disclosure Statement

Our organization is recognized by the IRS as a ministry exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code, and gifts are tax deductible to the extent allowed by law.

California: Our financial statement is available upon request. 100 percent of your gift may be deducted under Federal and State income tax laws.

In addition to the rights set forth above in this Privacy Statement, if you are an individual who is also a California resident, you are afforded rights under the California Consumer Privacy Act ("CCPA"), which allows you to make certain requests about your personal information in our possession. Specifically, the CCPA allows you to request us to:

Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose your personal information.

Provide access to and/or a copy of certain personal information we hold about you.

Delete certain personal information we have about you.

Provide you with information about the financial incentives that we offer to you, if any. The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your rights.

Please note that certain information may be exempt from such requests under California law. For example, the CCPA provides that we are not required to comply with a request to delete personal information if the information is necessary for our organization to:

Comply with a legal obligation.

Complete the transaction for which the information was collected, provide a good or service you requested, perform a contract with you, to fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or take actions reasonably anticipated in the context of our ongoing business relationship with you.

Detect security incidents, protect against deceptive, malicious, fraudulent, or illegal activity, or to prosecute those responsible for that activity.

Debug products, services or applications to identify and repair errors that impair existing functionality.

Exercise free speech, to ensure the rights of others to exercise their free speech rights, or to exercise another right provided by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et. seq.).

Enable solely internal uses that are reasonably aligned with consumer expectations based upon your relationship with our Firm.

Make other internal and lawful uses of the information that are compatible with the context in which you provided the information.

Furthermore, we are not obligated under the CCPA to respond to any request where compliance or disclosure would violate an evidentiary privilege under California law, or conflict with federal or state law.

The CCPA, does not require that we provide personal information to a consumer more than twice in a twelve month period. Any disclosures we make will only cover the twelve (12) month period preceding the request.

Regulations proposed by the California Attorney General prohibit us from disclosing specific pieces of personal information if the disclosure creates a substantial, articulable and unreasonable risk to the security of that information or the security of our systems or networks. These proposed regulations further prohibit us from disclosing in response to a consumer's request a Social Security number, driver's license number, other government issued identification number, financial account number, any health insurance or medical identification number, an account password or security questions and answers.

Before we respond to any request involving personal information, the CCPA requires that we confirm the identity of the person making the request, and if the request is made on behalf of another person, his or her authority to make the request on the other person's behalf. We are not obligated to provide or to delete any information pursuant to your request if we are unable to adequately verify your identity or the identity of the person making the request on your behalf. Accordingly, we will take reasonable steps to verify your identity before responding to a request, which may include, at a minimum, depending on the sensitivity of the information you are requesting and the type of request you are making, verifying your name, email address, and other account information. If we cannot verify your identity, we will not be able to respond to or take action upon such request.

You are also permitted to designate an authorized agent to submit certain requests on your behalf. In order for an authorized agent to be verified, you must provide the authorized agent with signed, written permission to make such requests or a power of attorney. We may also follow up with you to verify your identity before processing the authorized agent's request.

For our Privacy Notice for California Residents in Connection with Professional Services, please see here.

If there is a discrepancy between any of the other provisions of this Privacy Statement and the requirements of the CCPA involving an individual who is a California resident, the CCPA shall govern our obligations and responses.

In addition, the California Civil Code permits California residents with whom we have an established business relationship to request that we provide you with a list of certain categories of personal information that we have disclosed to third parties for their direct marketing purposes during the preceding calendar year. To make such a request, please contact our Privacy Officer as explained at the end of this Privacy Statement and mention that you are making a "California Shine the Light" inquiry.

Digital Millennium Copyright Act Notices

As required by Section 512(c)(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:
Sharon Pearce

Silent Voices, Inc
355 K St, Ste H
Chula Vista, CA 91911-1209

To be effective, Section 512(c)(3)(A) of Title 17 of the United States Code requires that your notification of claimed infringement be a written communication and that it include certain elements explained therein. Please check the statute for more details.

Privacy Policy

We are committed to protecting the privacy and security of the users of our Sites. 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. By using our Sites, you consent to the processing of your information as set forth in this Privacy Policy, now and as amended by us.

Personal Identification Information

We may request personal identification information from you in connection with your use of, or participation in, scheduling appointments, communications, membership registration, discussion groups, requests for information or suggestions, visitors' requests for free products or services or additional information (including via 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. We will never intentionally disclose any personal identification information about you as an individual user (such as, for example, your full name, street address, telephone number, or email address) to any third party without having received your permission. We do not sell or otherwise share your data with third parties. 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 any personally identifiable.

To Whom We Disclose Your Information

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

- to our affiliates;
- to service providers who work 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.

Chat Rooms, Message Boards, and Public Forums

Please keep in mind that whenever you voluntarily disclose personal information online – for example on 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

These Sites take every precaution to protect users' information. When users submit sensitive information via the Sites, we take great effort to ensure their information is protected both online and offline. When our registration/donor/appointment/chat form asks users to enter sensitive 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 ministry employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) is granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment.

We and our service providers may automatically collect certain technical information from your computer or mobile device over time and across different websites when you use the Sites using 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

If you do not want the Sites to collect information through the use of cookies, you can set your web browser to reject cookies from the Sites. If you wish to review or correct the contact information we have on file for you or inform us how you wish your contact information to be used, please contact our staff using the contact information below. When you contact us or otherwise submit content via the Sites, if you desire to remain anonymous, you should not tell us your name or the names of your friends or any other individuals. To fully protect your privacy, do not provide any information that you think may identify you or others.

Notification of Changes

If we change our policies, we will post those changes to this statement, the home page, and/or other places we deem appropriate so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, 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 California, without giving effect to its conflicts of laws provisions. If any portion is deemed unlawful, void, or unenforceable, that part will be deemed severable, and will not affect the validity and enforceability of any remaining 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 same.

Contact us

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

Sharon Pearce
Silent Voices, Inc
355 K St, Ste H
Chula Vista, CA 91911-1209

This Terms of Use & Privacy Policy was last updated on May 19, 2021.