

## Terms and Conditions

Effective Date: 01/01/24

Welcome to the SFFC Foundation website (<https://sffcfoundation.org/>). By accessing or using our website, you agree to comply with and be bound by the following terms and conditions (the "Terms"). Please read these Terms carefully before using our website. If you do not agree to these Terms, please do not use our website.

### **1. Acceptance of Terms**

By using our website, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. We reserve the right to modify these Terms at any time without prior notice. Your continued use of the website after any changes to the Terms constitutes your acceptance of the new Terms.

### **2. Use of the Website**

The SFFC Foundation website is intended for informational and non-commercial use. You agree to use the website only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit the use and enjoyment of the website by any third party. Prohibited activities include, but are not limited to, harassment, defamation, transmission of obscene or offensive content, or disruption of the normal flow of dialogue within the website.

### **3. Intellectual Property Rights**

All content on the website, including but not limited to text, graphics, logos, images, and software, is the property of the SFFC Foundation or its content suppliers and is protected by applicable copyright, trademark, and other intellectual property laws. Unauthorized use, reproduction, or distribution of this content is strictly prohibited.

### **4. User Contributions**

The SFFC Foundation may allow users to submit or post content, including but not limited to comments, feedback, and suggestions (collectively, "User Contributions"). By submitting User Contributions, you grant the SFFC Foundation a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Contributions throughout the world in any media.

### **5. SMS Communications**

By providing your phone number and opting in to receive SMS communications from the SFFC Foundation, you agree to receive text messages from us regarding updates, notifications, and other information related to our programs and services. Message and data rates may apply. You may opt-out of receiving SMS communications at any time by following the unsubscribe instructions provided in the SMS messages or by contacting us directly.

### **6. Disclaimer of Warranties**

The SFFC Foundation website is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, or products included on the website. To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

## **7. Limitation of Liability**

In no event shall the SFFC Foundation or its affiliates, officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the website or these Terms, whether or not such damages are based on contract, tort, strict liability, or other theories of liability, and even if we have been advised of the possibility of such damages.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless the SFFC Foundation, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from your use of the website or your violation of these Terms.

## **9. Links to Third-Party Websites**

The SFFC Foundation website may contain links to third-party websites that are not owned or controlled by the SFFC Foundation. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. By using our website, you expressly relieve the SFFC Foundation from any and all liability arising from your use of any third-party website.

## **10. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the state in which the SFFC Foundation is headquartered, without regard to its conflict of law principles. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in that state.

## **11. Termination**

We reserve the right, in our sole discretion, to terminate your access to all or part of the website, with or without notice, for any reason, including, without limitation, your violation of these Terms.

## **12. Contact Information**

If you have any questions about these Terms, please contact us at:

SFFC Foundation

1040 Avondale Rd, Hendersonville, TN 37075, USA

Email: [pfe@sffcfoundation.org](mailto:pfe@sffcfoundation.org)

Phone: 615.675.0450

Thank you for visiting the SFFC Foundation website.

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# For Eternity (PFE)

## AUTHORIZATION AND RELEASE FOR SOCIAL MEDIA OR OTHER ELECTRONIC COMMUNICATION FOR YOUR MINOR

Parent/Guardian Name: \_\_\_\_\_

I am the parent or legal guardian of \_\_\_\_\_ (full name of minor) .

I authorize staff or other leaders of the Partnering for Eternity program (“Staff or Leader”) to communicate with My Child electronically via text and/or email (group and individual messaging).

I have read the above Authorization and Release, have had the opportunity to consider their terms, and understand them. I execute this document voluntarily and with knowledge of its significance.

**As Parent or Guardian, I agree to all of the above stated considerations and conditions.**

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date