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This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may use this website, Facebook page, Twitter page or Instagram page, as applicable, (collectively, the “Site”). Please read the Agreement carefully. The Site contains various information relating to Books for Keeps, Inc. (“BFK”) in the form of text, graphics, news, reports, and other materials (tangible or intangible) (“Content”). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement (and therefore do not agree to be bound by the Agreement), do not use the Site. BFK reserves the right to amend the Agreement at any time by posting the amended terms on the Site.

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YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

VI. No Framing Allowed

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of BFK.

VII. Termination

BFK reserves the right, in its sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. BFK reserves the right to change, suspend, or discontinue all or any part of the Site or the content at any time without prior notice or liability.

VIII. User Must Comply with Applicable Laws
The Site is based in the State of Georgia. BFK makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

IX. Miscellaneous

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. BFK's failure to enforce your strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, the Site or the Agreement must be brought in the federal or state courts located in the metropolitan Atlanta, Georgia area, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or is barred. The Agreement contains the entire agreement of the parties for the Site and supersedes all existing agreements and all other oral, written, or other communication between the parties concerning its subject matter. You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in any of Facebook’s Statement of Rights and Responsibilities, Data Policy or Community Standards Policy (as amended or modified from time to time, the “Facebook Policies”), the Facebook Policies shall govern and control with respect to the Company's Facebook page. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in Twitter’s Terms of Service (as amended or modified from time to time, the “Twitter Policy”), the Twitter Policy shall govern and control with respect to the Company’s Twitter page. In the event any provision contained in this Terms of Use Agreement conflicts with any provision in Instagram’s Terms of Use policy (as amended or modified from time to time, the “Instagram Policy”), the Instagram Policy shall govern and control with respect to the Company’s Instagram page.

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I. What Information Does BFK Collect About Site Visitors?

At the Site, we do not collect Personal Information from individuals unless they provide it to us voluntarily and knowingly. BFK gathers data, such as names, addresses, zip/postal codes, e-mail addresses, etc., only when voluntarily submitted by a visitor. Personal Information that we collect falls into three primary categories:

1. Information that Site Visitors Give Us. We may receive and store the information that you enter at our website, provide to us on a webpage or give to us in any other way. You can always choose not to provide some or all of the information which we request. This information is used solely by BFK and other entities in furtherance of BFK’s charitable activities.

2. Automatic Information. Whenever you interact with BFK, we receive and store certain types of information. For example, we may use “cookies” to obtain information when your web browser accesses our website. A cookie is an alphanumeric identifier, which we transfer to your computer via your Web browser and store on your computer’s hard drive. On most web browsers you will find a “help” section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie, and how to turn cookies off.

3. Email Communications. In order to make the email we send you more helpful and relevant to your interests, we receive and store certain types of information. For instance, if your computer supports this functionality, we may receive a confirmation when you open an email we send you. We may also receive a confirmation when you follow a hyperlink from one of our email messages to our website. If you want to stop receiving email from us, simply hit reply and type “unsubscribe” in the subject field or contact us by email at: info@booksforkeeps.org.

II. Does BFK Share the Information It Receives?
We are not in the business of selling information about our Site visitors. We consider this information to be a vital part of our relationship with you and we treat it with great care and respect. There are, however, certain circumstances in which we may share your data with certain third parties. We will share personally identifiable information with third parties when (i) the person submitting the information authorizes us to share it, (ii) the third-party is performing a function on behalf of BFK that is directly related to the operation of the Site or to a service or information provided on the Site, and access to such information is necessary to the performance of such function or to the provision of such services or information being provided, (iii) it is disclosed to entities that perform marketing services on our behalf or to other entities with whom we have joint marketing or other agreements, (iv) it is necessary or we deem it appropriate in connection with a sale of all or substantially all of the assets or business of BFK, a sale of stock or equity interests of BFK, or the merger of BFK into another entity or any consolidation, share exchange, combination, reorganization, or like transaction in which BFK is not the survivor, (v) it is necessary to protect and defend the rights or property of BFK, (vi) it is necessary to act in urgent circumstances to protect the personal safety of BFK customers, visitors to the Site or the public, or (vii) otherwise as we are required or permitted by law.

We occasionally contract with other companies to provide limited services on our behalf, including donation processing, website development and maintenance, donor database management and e-commerce. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

III. Access to Information About You

If you desire to review your own personal information, to correct existing information, or to remove your information, please contact BFK via email at info@booksforkeeps.org. If you request removal of your personal information, you acknowledge that residual information may continue to reside in BFK’s records and archives, but BFK will not use that information for commercial purposes. BFK reserves the right to maintain your personal information if BFK has suspended, limited, or terminated your access to our website for violating the BFK Terms of Use.

IV. What Choices Do I Have?

As outlined in this Privacy Policy, you can always choose not to provide information; however, doing so may prevent you from making a donation or accessing other valuable features at or via a link on our website.

V. Links to Third Party Sites

You may be able to access third-party websites through links available on the Site. You understand and agree that your use of such third-party sites will be governed by the privacy policies of those sites and not by this Privacy Policy. BFK will not be responsible for the actions of the operators of such third-party websites.
VI. Children

BFK does not knowingly collect information from children under the age of 13. We encourage parents and legal guardians to monitor their children’s Internet usage and to help enforce our Privacy Policy by instructing their children never to provide information on this Site without their permission.

VII. Notices and Revisions

If you choose to visit the Site, your visit and any dispute over privacy is subject to this Privacy Policy. If you have a concern about privacy at the Site, please send an email with a detailed description of your concern to info@booksforkeeps.org. Our activities and Site change constantly. This Privacy Policy may change also. Our use of information that we receive and store is subject to the Privacy Policy in effect at the time of our use of such information. If we decided to change our Privacy Policy, we will post the revised Privacy Policy on the Site. In the event any provision contained in this Privacy Policy conflicts with any provision in any of Facebook’s Statement of Rights and Responsibilities, Data Policy or Community Standards Policy (as amended or modified from time to time, the “Facebook Policies”), the Facebook Policies shall govern and control with respect to information that we receive via Company’s Facebook page, if any. In the event any provision contained in this Privacy Policy conflicts with any provision in Twitter’s Terms of Service (as amended or modified from time to time, the “Twitter Policy”), the Twitter Policy shall govern and control with respect to information that we receive via Company’s Twitter page, if any. In the event any provision contained in this Privacy Policy conflicts with any provision in Instagram’s Terms of Use policy (as amended or modified from time to time, the “Instagram Policy”), the Instagram Policy shall govern and control with respect to information that we receive via the Company’s Instagram page, if any.

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