

## **Terms of Use**

This website of The Housing Authority of the City of Atlanta, Georgia ("**Atlanta Housing**" or "**AH**") is offered to you, the user ("**User**"), conditioned on acceptance of the terms, conditions, and notices contained herein. **If you do not accept the Terms of Use stated herein, do not use the website.**

The website is provided by as a public service. Atlanta Housing reserves the right to offer this website directly to you or through its authorized service providers. Your access to and use of this website constitutes acceptance of these terms and conditions. Atlanta Housing may revise these Terms of Use at any time by updating this posting. You should visit this page periodically to review the Terms of Use.

### **Permissible Use**

You agree to access and use the Atlanta Housing website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the AH website. You agree that you will not:

1. use the website to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense;
2. alter, damage, or delete any content posted on the website;
3. disrupt the website or its servers or networks in any way;
4. use the website in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability;
5. use the website to impersonate other parties or entities;
6. use the website to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the website or the hardware or software of any other person who accesses the website;
7. claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent; or.
8. upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship.

Atlanta Housing reserves the right to suspend a website account and/or suspend access to the website if AH has reason to believe that the account/access is being used for any of the prohibited purposes enumerated above or otherwise in violation of law. Atlanta Housing shall provide notice of such suspension if you have provided AH with an email or other electronic address or mail address when accessing the website. (Notice shall be given to you at (one of) the address(es) provided.)

### **Links To Third Party Websites**

This website contains links to third party websites that are not under AH's control. Atlanta Housing and its service providers do not assume any responsibility or liability for any information, service, communications or materials available at such linked sites, or at any link contained in a linked site. Each individual website has its own governing terms of use. User assumes sole responsibility for use of third party websites.

## **Disclaimer**

AH neither warrants nor makes any representations as to the quality, content, accuracy, or completeness of the information, text, graphics, links and other items contained on this website or any content referenced or provided herein. Such materials have been compiled from a variety of sources, and are subject to change without notice from AH.

The materials and services contained on this website are provided "as is" without any representations, warranties or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions of fitness for a particular purpose or use, or non-infringement. Further, no representations or warranties are made concerning the accuracy, completeness, timeliness or reliability of the materials or services, or of any information contained in any site linked to this website. AH does not warrant or guarantee uninterrupted access to the website, any site linked to this website or to the availability of internet e-mail links provided on the website. In no event shall Atlanta Housing, its officers, affiliates, agents, licensors, employees or internet service provider(s) (collectively "its representatives") be liable to you or any third party for any direct, indirect, incidental, special or consequential damages whatsoever, including but not limited to lost revenue, lost or damaged data or other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability resulting from the use of this website. The foregoing limitation shall apply even if AH or its representatives have been advised or should have known of the possibility of such damage.

By using Atlanta Housing's website, User assumes all risks associated with such use, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via the website or User's access to it. AH AND ITS SERVICE PROVIDERS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON THE ATLANTA HOUSING WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ATLANTA HOUSING OR ANY OF ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AH and its service providers shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies beyond their control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished. IN THE EVENT THIS WAIVER OF LIABILITY IS FOUND TO BE INVALID BY A COURT OF LAW, THEN OUR AGGREGATE LIABILITY TO YOU ARISING OUT OF YOUR USE OF AH'S WEBSITE WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

## **Your Passwords and Account Security**

You agree and understand that you are responsible for maintaining the security and confidentiality of passwords associated with any account you use on the website. Accordingly, you agree that you will be solely responsible to Atlanta Housing for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify AH immediately by contacting us as [leads@atlantahousing.org](mailto:leads@atlantahousing.org) or by calling us at 404-892-4700.

## **User Provided Content**

In order to use certain aspects of Atlanta Housing's website, User may be required to provide information about yourself. You agree that any information you give to AH will be accurate and up to date. To learn how Atlanta Housing may use such information, please visit the **AH Privacy Notice**.

To the extent this website contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other interactive facilities involving Atlanta Housing and other users ("**Forums**"), User agrees to use such Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, User agrees that when using a Forum, User shall not violate the law by:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Posting information or uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless User owns or controls the rights thereto or has received all necessary consents.
- Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- Falsifying the origin or source of any material contained in a file that is uploaded.
- Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network, software, program, documentation or data contained therein.
- Knowingly accessing or attempting to access or use AH's computer system, computer network, or any part thereof, including this website, for the purpose of devising or executing any scheme or artifice to defraud; obtaining money property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this website only as permitted by these terms and conditions, any additional policies or procedures published on this website from time to time by Atlanta Housing, and applicable law.

AH and its service providers reserve the right to remove any contents of this website received from Users for violations of Atlanta Housing's Terms of Use and applicable regulations and law, including violations of others' constitutional rights. AH reserves the right to edit any notices or postings for length if and when such length interferes with other Users' access to and use of a Forum.

User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this website are public and not private communications. Further, User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by Atlanta Housing or its service providers, and such communications shall not be considered to have been reviewed, screened, or approved by AH.

### **Intellectual Property**

Atlanta Housing respects the intellectual property of others and it asks Users to do the same. Service marks and trademarks contained in or displayed on this website, and the contents of linked sites operated by third parties, are the property of their respective owners. All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on the website, and the selection and arrangements thereof, are the property of AH. All rights are reserved.

### **Notice of Copyright Infringement:**

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512), AH has implemented procedures for receiving written notification of claimed infringements. Atlanta Housing has also designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that your copyright has been infringed, you may complete and submit a **Notice of Copyright Infringement form**, or otherwise provide a written communication which contains:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to enable AH to locate the material;
4. Information reasonably sufficient to permit AH to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please submit your notice to Heather Ancrum, Deputy Managing Attorney, in the Office of General Counsel at 230 John Wesley Dobbs Avenue, 7<sup>th</sup> floor, Atlanta, Georgia 30303.

### **Indemnity**

As a condition of use of Atlanta Housing's website, User agrees to indemnify AH, its officers, employees and agents and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this website, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

### **Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of Georgia, USA. User consents to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Atlanta Housing's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of AH's right to comply with law enforcement requests or requirements relating to User's use of this website or information provided to or gathered by Atlanta Housing with respect to such use.

### **Severability**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid

or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

### **Complete Agreement**

This Agreement constitutes the entire agreement between User and Atlanta Housing with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between User and AH with respect to this website. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

Any rights not expressly granted herein are reserved.

**Notice of Copyright Infringement**

The undersigned has a good faith belief that the use of the below described material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

URL of alleged infringement \_\_\_\_\_ .

Description of the work claimed to be infringed \_\_\_\_\_ .

Contact information of the undersigned

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By signing below, the undersigned agrees that this notification is accurate UNDER PENALTY OF PERJURY, and certifies that s/he is the owner, or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please send completed form to Atlanta Housing either via email at [websitesupport@atlantahousing.org](mailto:websitesupport@atlantahousing.org), or by mail to:

Office of General Counsel  
230 John Wesley Dobbs Avenue  
Atlanta, Georgia 30303  
Attention: Heather Ancrum, Deputy Managing Attorney