

PRIVACY POLICY

GENERAL POLICY FOR USER PRIVACY

Last Updated: January 26, 2024

Scroll down for full Statement. Immediately below is a summary of the information we collect and the ways in which we use and/or disclose it. Please read our full policy below the summary. In addition to this General Privacy policy, please read our [Donor Privacy Policy](#).

SUMMARY OF PRIVACY STATEMENT

- Our website is directed to general audiences over 18 years of age and who are capable of entering into binding obligations.
- We collect personal information you provide to us. By personal information we mean information that is identifiable to you or to a particular device, such as name, address, and email address.
- We may collect information automatically such as navigational information.
- We generally use your personal information to respond to your inquiries, to provide information to you, and to improve our services.
- We may use cookies, for example, to remember your preferences.
- We may disclose information to third parties, such as affiliate organizations, service providers, when under legal compulsion, or as otherwise allowed by law.
- We have policies and procedures in place to implement reasonable security procedures to protect your information, and we have procedures in place to select vendors who do the same.
- We may link to third party sites.
- We keep your personal information for as long as we believe we need it, and for as long as the law allows us to keep it.
- You can access and make changes to your personal information under certain circumstances.

FULL PRIVACY STATEMENT

This Privacy Policy of United Way of Central and Northeastern Connecticut (“United Way” “we”, “us”, or “our”) describes its policy for treatment of personal information (as defined below) on the website www.unitedwayinc.org (“Site”), regardless of the platform on which it is used. This Privacy Policy does not apply to United Way’s practices for collecting and using

personal information offline or from websites other than the Site. “You” in this Privacy Policy refers to you personally.

United Way recognizes the importance of protecting information we may collect from visitors to our Site. Our policy is to use the information we collect from visitors to our sites for internal purposes only, and we strive to maintain reasonable and appropriate security measures to keep this information private.

Users can visit the site without providing us with any personal information. If one chooses to give us personal information via the Internet for the purposes of, for example, correspondence, processing an order, or providing a subscription to a publication, then it is our intent to let you know how we will use such information. Our policy for collecting and maintaining personal information is provided below.

WHAT IS “PERSONAL INFORMATION” AND WHAT PERSONAL INFORMATION DOES UNITED WAY COLLECT?

By “personal information,” we mean information that is reasonably identifiable to you or a particular device.

Personal information United Way collects includes personal information you provide voluntarily. If you place an order, sign up to volunteer, request to receive a newsletter, or otherwise interact with us via the Site, we may request personal information such as, for example, your name, address, email address, and phone number. If you choose to contact us via email, website-enabled chat features, or other means, the information you provide may constitute personal information.

United Way also automatically collects navigational information related to your use of the Site using analytics trackers, such as those provided by Google Analytics. Information collected may include your internet protocol address, location-based information, browser type, time and date of access and pages accessed, linking information, click stream, page visits, page views, website log files, and other website analytics information. If such navigational information becomes reasonably identifiable to you or is reasonably identifiable to a particular device, it will be considered personal information for purposes of this Privacy Policy. Please see Google’s privacy policy for more information regarding the information collected using its trackers and Google’s policies regarding that information: support.google.com/analytics/answer/6004245.

You may have the opportunity to conduct financial transaction using the Site, such as donations or registration fees. Please note that we do not collect sensitive credit card information that may be processed in connection with your donations made in connection with the Site. We outsource processing of personal information, including credit card information, you provide in connection with donations made through the Site to third-party vendors which we understand to be compliant with appropriate standards, including Payment Card Industry standards for security.

The Site is not directed to children younger than thirteen years of age. We do not knowingly collect personal information from children under the age of thirteen.

HOW DOES UNITED WAY USE THE INFORMATION IT COLLECTS?

We use personal information collected on the Site for the following purposes:

- To respond to inquiries from users
- To provide information about the proper use or misuse of the Site.
- To process technical or administrative issues or to communicate regarding those issues.
- To improve, expand, or otherwise adjust our services.
- To comply with applicable law, including law related to charitable donations.
- There are also circumstances in which we may share or transfer your personal information, which are discussed below.
- If you opt in, we will use your contact information to send you information about our work in the community.
- If you opt into text messages, you will receive marketing and charity event messages through the year. Message and data rates may apply. You can receive up to 2 messages per month or may receive more than 1 message a week if you are a registrant for one of our special events. Text the single keyword command STOP to cancel at any time. You'll receive a one-time opt-out confirmation text message. For assistance, text HELP or email us at info@unitedwayinc.org. For all questions related to our SMS Service, please get in touch with us at: (860) 493-6800 or email us at: info@unitedwayinc.org

UNDER WHAT CIRCUMSTANCES DOES UNITED WAY DISCLOSE OR TRANSFER PERSONAL INFORMATION TO OTHERS?

There are circumstances where we will transfer and/or disclose your personal information to third parties. Those circumstances, subject to the limits of applicable law, are as follows:

- **Affiliate and Partner Organizations:** United Way may transfer personal information to its affiliate and partner organizations for purposes related to United Way service offerings as such offerings may change and develop over time.
- **Site Consultants and Service Providers:** United Way may transfer personal information to third-party service providers, including those that may be hosting or housing data on behalf of United Way or otherwise acting on its behalf as a data center (such as providers of hosting, cloud, technology outsourcing and support services).

Additionally, United Way of Central and Northeastern Connecticut may disclose personal information to the extent that our service providers require access to our databases, or the information contained in our databases, to service United Way and the Site.

- **Donor Recognition:** United Way may share donor information for recognition and awards purposes, if requested to do so by the donor.
- **Legal Compulsion and United Way's Protection:** United Way reserves the right to release personal information in response to a subpoena or otherwise when we reasonably believe that the law requires us to do so or when we believe it is necessary to protect and/or enforce the rights, property interests, or safety of United Way, our users, customers or others.
- **As Otherwise Allowed by Law:** We may transfer personal information to third parties where we are expressly authorized by applicable law to do so.

DOES THIS SITE USE COOKIES?

Certain sections of the United Way web site use “cookies” to store user information. A cookie is a small string of text that a website can send to your browser. A cookie cannot retrieve any other data from your hard drive, pass on computer viruses, or capture your email address. Currently, websites use cookies to enhance the user’s visit; in general, cookies can securely store a user’s ID and password, personalize home pages, identify which parts of a site have been visited, or keep track of selections in a “shopping cart.” Cookies help us understand which parts of our websites are the most popular, where our visitors are going, and how long they spend there. We use cookies to study traffic patterns on our site so we can make the site even better.

Cookies were originally designed to help a web site distinguish a user’s browser as a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site. If you are just browsing United Way web site, a cookie identifies only your browser. It is possible to set your browser to inform you when a cookie is being placed – this way, you have the opportunity to decide whether to accept the cookie. If you are just browsing our site and are not a registered user, you do not have to accept a cookie and you can still continue browsing the site. However, if you are visiting a site where you will be accessing a confidential account, you must accept that site’s cookies because they are essential for site administration and security.

HOW DOES THE SITE RESPOND TO “DO NOT TRACK” REQUESTS FROM A USER’S BROWSER?

Users may have the option of enabling a feature in their web browsers called “Do No Track” in their browsers, which sends a signal to websites that the user does not want to be tracked across multiple websites. United Way does not track users across multiple websites, regardless of whether users have enabled “Do Not Track.”

DOES UNITED WAY USE PERSONAL INFORMATION FOR THIRD-PARTY ADVERTISING PURPOSES?

No, United Way does not share your personal information with third-party advertisers.

HOW DOES UNITED WAY KEEP MY PERSONAL INFORMATION SECURE?

Although we cannot guarantee that our or our vendors' servers are impenetrable, we have attempted to establish and implement reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Where we use outside vendors to collect, store, or process data, we have policies and procedures in place to use vendors who also establish and implement reasonable procedures.

DOES THIS SITE LINK TO ANY THIRD-PARTY SITES?

The Site may link to third-party sites. When using third-party sites (for example, sites that take credit cards or otherwise process transactions), you should review the privacy policies of such third-party sites to understand how they collect and use personal information.

HOW LONG DO YOU KEEP MY INFORMATION?

United Way keeps personal information for as long as we deem it useful to use, and for as long as applicable law allows us to maintain it.

HOW CAN I ACCESS AND MAKE CHANGES TO MY PERSONAL INFORMATION?

Site users have the right to request that their information be modified or deleted from our files. We will attempt to honor these requests, subject to applicable law and our judgment that the information is not important for us to maintain for our internal record-keeping purposes. Requests to modify or delete personal information should be directed to info@unitedwayinc.org.

HOW WILL I BE NOTIFIED OF CHANGES AND UPDATES TO THE PRIVACY STATEMENT?

United Way reserves the right to revise and update this Privacy Policy at any time without notice. Changes and updates to this Privacy Statement will be posted on the Site and are effective upon posting.

WHO DO I CONTACT ABOUT MY RIGHTS UNDER THIS PRIVACY POLICY?

If you have any comments, questions, or concerns regarding this Privacy Policy or United Way's privacy practices on the Site, please contact us at info@unitedwayinc.org.

To prevent unauthorized access, maintain data accuracy, and to ensure the appropriate use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect. United Way uses SSL encryption for all financial transactions to protect personal information.

If you provide an email address or other personal information (excluding financial information) when you visit our site, make a gift, or attend one of our events, we may enter such information into one of our data bases so we can contact you to ask your input, provide information about our programs and events, thank you for your engagement with us, and request contributions. All electronic communications from us do contain a link to an unsubscribe form and you may elect to unsubscribe from any or all of our communications at any time.

The only exception is "Comments" which are posted publicly using a link to the user's Facebook or other social media profiles.

QUESTIONS?

If you have any questions about this Privacy Policy, please contact United Way at info@unitedwayinc.org.

TERMS OF USE

1. General Terms of the Agreement; Acceptance.
 - a. The "Terms of Use" governs use of www.unitedwayinc.org ("Site"). Please note these Terms of Use govern only the Site, not any other website. The "Site" includes services, technologies, content and any other materials available on the Site. By clicking "accept" or otherwise using the Site you are agreeing to these Terms of Use.
 - b. This Terms of Use, pertaining to the Site, is a contract between, on the one hand, United Way of Central and Northeastern Connecticut ("UWCNCT," "we," "us," or "our") and, on the other hand, you. "You" means you personally. You represent that you are over the age of eighteen (18) years old and authorized to enter into binding obligations.

- c. YOUR RIGHT TO USE THE SITE IS SUBJECT TO YOUR ACCEPTING THE TERMS OF USE AND DOING SO ELECTRONICALLY. IF YOU DO NOT ACCEPT THE TERMS OF USE, YOU MAY NOT USE THE SITE. NOTWITHSTANDING ANY OTHER AGREEMENTS OR TERMS OF USE BETWEEN YOU AND SITE OPERATOR, THE LIABILITY OF SITE OPERATOR AND ITS AFFILIATES AND SUPPLIERS FOR INJURY ARISING OUT OF THE SITE SHALL BE LIMITED IN ACCORDANCE WITH SECTION 8, TO THE EXTENT THAT SUCH SECTION CREATES LIMITS ON LIABILITY THAT ARE MORE RESTRICTIVE AND LIMITING THAN LIMITS THAT MAY EXIST IN OTHER AGREEMENTS OR TERMS OF USE BETWEEN YOU AND SITE OPERATOR. PLEASE REVIEW SECTION 8 AND ALL THE PROVISIONS OF THESE TERMS OF USE.
- You have read and agree to the Privacy Policy located on the Site. PLEASE READ THE TERMS OF USE CAREFULLY.

- **Modifications to Terms of Use.** You agree to review the Terms of Use prior to each use of the Site. You agree that we may modify the Terms of Use and that such modification shall become effective immediately upon posting of the modified Terms of Use to the Site. If you do not accept the modifications, then you must cease using the Site.
- **Permission to Use the Site; Limitations on Use of the Site.** Subject to your acceptance and while you remain in compliance with the Terms of Use, we grant you a limited, revocable, non-exclusive, non-transferable license to use the Site solely and exclusively for your own personal use and not for any other purpose. This license is solely and exclusively for your benefit and not the benefit of any third party. All other uses of the Site are prohibited.
- **Prohibited Activity.** You will not:
 - a. Access or attempt to access the Site or any part thereof that you are not authorized to access or through any means that you are not authorized to use;
 - b. Disrupt or interfere with the security of, or otherwise cause harm to the Site, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked Sites or access or use the Site in any manner that could damage, disable, overburden, or impair any server or network used by us in connection with the Site;
 - c. Use the Site to transmit any sensitive information, except the user's own personal sensitive information, such as health information, social security numbers, credit card numbers (other than your credit card number, or any other information that, if generally exposed, could lead to identity theft, financial fraud, embarrassment, or other harm);
 - d. Use the Site in any manner that infringes upon or violates any intellectual property rights or other rights or interest of any party or otherwise constitutes pornography, defamation, harassment, bullying, predatory behavior, false and deceptive advertising, or hate speech;
 - e. Submit any software, programs, or files via the Site that are harmful or disruptive of another's equipment, software, or other property, including any corrupted files, time bombs, Trojan Horses, viruses, and worms;

- f. Disrupt, interfere with, or inhibit any other user from using and enjoying the Site or other Sites;
- g. Violate any applicable laws or regulations related to the access to or use of the Site, and/or engage in any activity prohibited by the Terms of Use;
- h. Compile, use, download, or otherwise copy any materials available on the Site (except as expressly permitted by the Terms of Use), or transmit, provide, or otherwise distribute (whether or not for a fee) such materials to any third party;
- i. Use, or allow anyone else to use, any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site;
- j. Frame, mirror, or use framing techniques on any part of the Site without our express prior written consent;
- k. Make any use of, or allow anyone else to make any use of, data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing the Site, or any portion thereof, or otherwise scrape, collect, store, or use the Site, except pursuant to the limited license granted by the Terms of Use;
- l. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site; or
- m. Remove any copyright, trademark, or other proprietary rights notice from the Site. These examples of prohibited conduct are illustrative and are not exhaustive.

TO THE MAXIMUM EXTENT AUTHORIZED BY LAW WE RESERVE THE RIGHT, BUT DISCLAIM ANY OBLIGATION WHATSOEVER, TO MONITOR OUR SITE AND YOUR COMPLIANCE WITH THIS SECTION AND WITH THE TERMS OF USE AS A WHOLE.

- **Intellectual Property.**

- a. You acknowledge that we own all right, title and interest, including all intellectual property rights, in and to the Site, and you hereby disclaim any interest. We expressly reserve all rights not explicitly granted.
- b. Our trademarks may not be used in any manner (including in “meta-tags” or “hidden text”) without our prior written approval. All content included on the Site, such as text, graphics, images, audio clips, video, data, music, software, and other material is owned or licensed property of UWCNCT or its suppliers or licensors and is protected by copyright or other proprietary rights. Any unauthorized use of these materials may violate trademark, copyright, patent, or other laws and is prohibited.

- **Copyright Infringement.**

We respect the intellectual property rights of others. It is our policy to terminate the access privileges of those who repeatedly infringe the copyrights of others. If any person or entity believes that such party’s work has been posted on the Site in a way that constitutes copyright infringement, please contact us at the address below and provide the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that the party claims has been infringed, and identification of the URL or other specific location on the Site where the material that the party claims is infringing is located;
- c. The party's address, telephone number, and email address;
- d. A statement by the party that such party has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e. A statement by the party, made under penalty of perjury, that the above-listed information in the notice is accurate and that the party the copyright owner or authorized to act on the copyright owner's behalf.

Our designated agent for notice of copyright infringement can be reached at:

Director of Marketing
30 Laurel Street
Hartford, CT 06106
info@unitedwayinc.org
[860-493-6843](tel:860-493-6843)

- **Representations and Warranties; Disclaimer.**
 - a. YOU AGREE AND ACKNOWLEDGE THAT USE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY AND ALL TECHNOLOGIES AND TOOLS, IS WITHOUT WARRANTY OF ANY KIND AND THAT THE ACCESS TO AND USE OF THE SITE, AS PROVIDED UNDER THE TERMS OF USE, IS PROVIDED "AS IS AND WHERE IS." ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM AND PRACTICE. APPLICABLE LAW MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION MAY NOT APPLY TO YOU AND SHALL APPLY ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.
 - b. WE DO NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
 - c. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS, AND AFFIRMATIVELY DISCLAIM ANY SUCH WARRANTIES AND REPRESENTATIONS, REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UWCNCT DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF ANY RECORD OR DOCUMENT GENERATED BY THE SITE.

- d. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, UWCNCT AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, LICENSORS AND SUPPLIERS (UWCNCT AND SUCH OTHER INDIVIDUALS AND ENTITIES INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS “UWCNCT-RELATED PARTIES”) WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS TERMS OF USE OR FOR ANY ACTIVITY RELATED TO THE SITE, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, FOR ANY AMOUNT IN EXCESS OF THE LESSER OF \$150 OR THE ACTUAL, DIRECT DAMAGES INCURRED IN CONNECTION WITH THE ACTIVITY GIVING RISE TO THE CLAIM. ADDITIONALLY, UWCNCT-RELATED PARTIES WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR LOST PROFITS. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THIS LIMITATION ON LIABILITY AND DAMAGES, UWCNCT’S LIABILITY AND EXPOSURE TO DAMAGES WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW.
 - e. The appearance of external hyperlinks generated by third parties does not constitute endorsement by us or our affiliates of any content of the linked third-party Site, and we do not verify or take responsibility for the accuracy, currency, completeness, or quality of the content contained on these sites. Therefore, neither UWCNCT nor its affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained on these sites. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY THIRD-PARTY CONTENT DISPLAYED ON THE SITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH CONTENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.
- **Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS ARISING FROM YOUR USE OF THE SITE (EXCEPT FOR CLAIMS RESULTING DIRECTLY FROM OUR VIOLATION OF LAW OR TORTIOUS CONDUCT), INCLUDING BUT NOT LIMITED TO, ANY CLAIM ARISING FROM ANY BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OTHER TERM OF THE TERMS OF USE OR VIOLATION OF LAW.**Notice for California Residents.**
Under California Civil Code Section 1789.3, we provide the following consumer rights notice:
 - a. We are located at 30 Laurel Street, Hartford, CT 06106
 - b. There is no charge for using the Site; and
 - c. If you have a question or complaint regarding this Site or UWCNCT’s services, please send an email to info@unitedwayinc.org. You may also contact us by writing to the address listed above, or by calling us at (860) 493-6843. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of

the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

- **Injunctive Relief.** Notwithstanding anything to the contrary, UWCNCT will have the right to seek injunctive or other equitable relief in state or federal court located in Connecticut to enforce these terms or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.
- **Limitations of Actions.** WITHOUT LIMITING THE EFFECT OF ANY DISCLAIMER CONTAINED HEREIN, ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.
- **Choice of Law.** This Agreement shall be governed and interpreted in accordance with the substantive law of the State of Connecticut without regard to its conflict of law provisions.
- **Language.** The Terms of Use has been written in the English language, and you agree that this English language version will govern your use of the Site, dispute proceedings, and the other matters described in the Terms of Use.
- **Force Majeure.** We shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond our reasonable control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, or natural disasters.
- **Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the foregoing, we may freely assign the Terms of Use, and the rights and obligations therein, without your consent, including but not limited to, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, the Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- **Notice and Electronic Communications.** Except as otherwise expressly specified in the Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given only upon:
 - a.
 - a. Personal delivery;
 - b. The fifth business day after mailing;
 - c. The first business day after sending by email;or
 - b. The second business day after being sent by internationally-recognized overnight courier.

Notices must be addressed as follows:

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- If to us,

United Way of Central and Northeastern Connecticut, 30 Laurel Street,
Hartford, CT 06106

- And for notices permitted to be sent via email, to info@unitedwayinc.org
- And, if to you, to the email address that you have provided us.

It is agreed that all agreements, notices, disclosures, and other communications provided in accordance with the Terms of Use satisfy any legal requirement that such communications be in writing. It is agreed that a printed version of this Terms of Use and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.