

TERMS OF USE AGREEMENT

The Phoenix Society online community is not intended for use by individuals under 13 years of age in accordance with the Childrens Online Privacy Protection Act.

Overview

Welcome to Phoenix-Society.org. We maintain this Web site as a service to our constituents. By using our Web site, whether as an enrolled user or otherwise, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not review information or utilize the services provided by Phoenix-Society.org.

The goal of the Phoenix Society's Online Community is to provide a secure and safe place for you to share your story, while also providing a place to connect with others who have similar experiences related to a burn trauma. **The community is not meant to take the place of or to provide counseling, psychotherapy or medical advice** but rather is meant to provide a place to learn from one another and gain peer support so you may move forward in your healing process. Some of the areas are interactive while others will provide a place to read and learn from others' stories. We encourage you to create a profile and join our online community, with the understanding that this is a sharing site, and participation in the online community expressly waives any and all privacy rights.

Often we are sharing information, experiences and coping strategies that are very emotional and self-disclosing. To provide a safe place for the members of this community the following ground rules will be utilized similar to self-help groups that happen face to face. As with any group, connections will be made, friendships may form, and some people may want to discuss issues and life problems unrelated to burn injury issues. These discussions need to occur **outside of the online group setting** in order that this site be kept available for the purpose intended by the Phoenix Society, namely help and support in dealing with burn related issues.

Ground Rules:

- No vulgarities, obscenities, name-calling, character assassinations or mockery are allowed.
- No personal attacks or flaming of any kind. You may respectfully disagree with a member, but calling them names or flaming their character is not allowed.
- Posting links to offensive material is not allowed under any circumstances.
- Asterisking out curse words in order to get your point across is not an acceptable way to bypass moderating of offensive words. Please share your thoughts, opinions and feelings in a way that doesn't require the use of curse words.
- Feelings are not to be judged, they are neither right or wrong - they just are.
- Allow people to have the space for their true feelings.
- No judgment of other people's sharings (even positive comments evaluate sharing).
- We do not need to fix peoples pain (hurt, anger, fear, sadness, despair) - going through the feelings is how we heal and recover from loss and change.
- It is helpful to offer caring, support and suggestions about how you got through a similar rough spot in the road.
- It is not okay to try to talk people out of their feelings or to discount feelings in any way.
- Under no circumstances will any soliciting be allowed.
- There are many ways to express spirituality and this is a very personal and individual choice. It is not all right to use this site as a forum to promote your own spiritual or religious beliefs.
- The group is not a place to promote organizations, causes or solicit funds. (if you would like to provide information on resources that have assisted you in your recovery that is okay). A linking to other resources is available on the Resources page of this site, as we are committed to sharing quality resources to burn survivors and their families.

The group is a safe and helpful place because it allows a space for people's true feelings to be shared without judgment, criticism, discounting or fixing.

Note: It is important to remember safety while online. Always use caution when providing any personal information about yourself anywhere online. It's also a good rule-of-thumb to check the Privacy Policies of any unfamiliar or new web sites you visit. When communicating in a chat room be mindful that many people will be able to view it and the inclusion of information such as your name, your address or telephone number is never recommended.

Acceptance of Agreement

By using the online community including the chat room, you agree to all rules posted herein and to the terms and conditions outlined in this Terms of Use Agreement (the "Agreement") with respect to Phoenix-Society.org website (the "Site"). Other than Phoenix-Society.org Privacy Policy, this Agreement constitutes the entire and only agreement between Phoenix-Society.org and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. Phoenix-Society.org may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

Violations of this agreement

Members who violate any of the rules/terms of this agreement will be sent a formal warning by the Phoenix Society. If this should happen during a chat session, the user will be sent a warning by the chat moderator. If the violation should continue after a warning, the violator's membership may be terminated. If the violation continues during a chat session, the violator will be booted from the chat and banned from returning to the chat during that session. A permanent ban will be evaluated and left to the discretion of The Phoenix Society.

Members who require excessive reminders of the rules or whose participation results in excessive need for moderator/admin attention may be banned without warning. If you see activities that violate the terms of this agreement, please note the date and time of the violation and send any and all information to info@phoenix-society.org.

Chatroom Policy and Transcripts

All participants of the Phoenix Society chatroom must abide by the above stated ground rules and the terms set forth in this "terms of use" agreement.

The Phoenix Society offers chat participation to anyone affected by a burn injury. To assure that chat remains a beneficial tool for the burn community a transcript of each chat session is maintained at the Phoenix Society office (1835 RW Berends Dr SW, Grand Rapids, MI, 49519). The information within the transcripts is reviewed by the Phoenix Society staff and used to compile statistics about usage, provide better service to all patrons, train and monitor moderators, analyze the amount and types of questions being asked so as to schedule future speakers and topics, and to monitor the quality of the chatroom service. The information collected is only accessible to the Phoenix Society staff. Personal information is never released. Portions of the transcript may be used when necessary in documenting reasons for booting or banning a disruptive user from the chat service.

Copyright

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Limited Right to Use

The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. However, any materials reproduced for your personal use shall not be resold or redistributed by you.

Nontransferable

Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable.

Payments

You represent and warrant that if you are purchasing something from Phoenix-Society.org that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

Links to other Web Sites

The Site may contain links to other Web sites and resources. Phoenix-Society.org is not responsible for the content, accuracy or opinions express in such Web sites or resources, and such Web sites and resources are not investigated, monitored or checked for accuracy or completeness by Phoenix-Society.org. Inclusion of any linked Web site or Resource Listing on this Site does not imply approval or endorsement of the linked Web site or resource by Phoenix-Society.org. If you decide to leave this Site and access these third-party sites and resources, you do so at your own risk.

Specific Prohibited Uses

Notwithstanding any other terms of this Agreement, as a user of Phoenix-Society.org you agree that you will not:

1. Send or post unsolicited messages, advertising, junk mail, promotional materials, "spam" or other communications in any form designed to solicit or promote information unrelated to your use of Phoenix-Society.org.
2. Engage in any activities or actions that infringe or misappropriate the intellectual property rights of Phoenix-Society.org, including, but not limited to, using copyrighted materials or trademarks of Phoenix-Society.org found on this Site or aggregating, copying or duplicating any of the materials or information available from this Site without the prior consent of Phoenix-Society.org;
3. Engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Phoenix-Society.org users without their permission;
4. Send or post harassing, abusive, libelous or obscene materials or assist in any similar activities related thereto;
5. Intentionally omit, delete, forge or misrepresent information regarding yourself or any other customer of Phoenix-Society.org;
6. Engage in any activities or actions intended to withhold or cloak your identity or contact information;
7. Use this Site for any illegal purpose or in violation of the rules of any other Web site;
8. Use any device or computer programming language to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on it;
9. Disclose or share your password with any other person or entity or use your password for any unauthorized purpose; and

10. Frame or link any other Web site to any of the materials or information contained on this Site without the prior consent of Phoenix-Society.org.

Additionally, you agree that you will not assist or permit any other person to engage in any of the prohibited activities described above, and if you become aware of any of the prohibited activities listed above you will use your best efforts to remedy those activities immediately.

Use of User ID And Password

Once you enroll with Phoenix-Society.org you are given access to a password-protected area of the Site that is not available to the public. You are responsible for maintaining the confidentiality of your user ID and password and are therefore responsible for any and all damages to Phoenix-Society.org resulting from the unauthorized use or distribution of your user ID and password.

Indemnification, Disclaimer and Limits

In consideration of participating in the Phoenix Society's online community, you hereby acknowledge and agree to assume all risks in connection with the online community, of whatever nature or type. You further understand and expressly acknowledge that your participation in the online community is completely voluntary.

Knowing of the possibility of dangers, hazards, and risks of participation in such activities, and in consideration of being permitted to participate in the online community, on behalf of yourself, your family, your heirs and personal representatives, you are to assume all risks inherent in the activity, and in advance release, waive, and forever discharge, and covenant not to sue The Phoenix Society its governing board, officers, agents, employees, or representatives ("releasees") from and against any and all liability from harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that you may have or that may hereafter accrue to you, arising out of or related to any loss, damage, or injury, including but not limited to, suffering and death, that may be sustained by you or by any property belonging to you.

It is your express intent that this release shall bind the members of your family and spouse, if you are alive, and your estate, family, heirs, administrators, personal representatives, or assigns, if you are deceased, and shall be deemed as a liability release, waiver, discharge and covenant not to sue the above releasees. You further agree to save and hold harmless, indemnify and defend releasees from any claim by me or my family, arising out of your participation in the activity. This release is intended to apply to any and all bases of liability or potential liability, and is specifically intended as a release of liability for any and all harm and from any and all liability claims, including but not limited to those based on negligence, whether caused by the Phoenix Society or not. You understand that you are giving up substantial rights, including my right to sue.

You further agree that this release shall be construed in accordance with the laws of the state of Michigan. If any term or provision of this release shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

You further agree that the information obtained by you from or through the site is provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). Phoenix-society.org has no liability whatsoever for your use of any information or service. In particular, but not as a limitation thereof, phoenix-society.org is not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. This site and the information are not to be provided without such limitations. No advice or information, whether oral or written, obtained by you from phoenix-society.org through the site shall create any warranty, representation or guarantee not expressly stated in this agreement. The maximum liability of phoenix-society.org to you under all circumstances will be equal to the purchase price you pay for any goods, services or information provided to you by phoenix-society.org.

General

You understand that by checking the box “I agree” next to the “terms of use” link on the Phoenix-society.org website means you have read, understand, and agree to all provisions set forth in this “terms of use” agreement. The “terms of use” contained in this Agreement are governed by the laws of the State of Michigan. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of any other term of this Agreement. The Phoenix Society is not liable or responsible for any violations of the ground rules or any part of this agreement by anyone, including violations by you or other participants. If you violate any of the terms of use stated in this Agreement, you shall be responsible for any and all damages incurred by Phoenix-Society.org as a result of that violation, including reasonable attorney fees. Phoenix-Society.org shall make no changes to this Agreement except by a posting of those changes to this page.

Thank you for using Phoenix-Society.org. If you have questions, concerns or suggestions regarding the Online Community, Ground Rules, or Terms of Use, please [Contact Us](#).