

## CPAC Website Terms of Use (Effective April 3, 2026)

1. **Acceptance of Terms.** These Terms of Use (“Terms”) govern your access to and use of <https://cpacinc.org/> (the “Site”) and CPAC communications programs, including email newsletters and SMS text messaging (collectively, the “Services”). By using the Services, you agree to these Terms and our Privacy Policy. If you do not agree to these Terms, do not use the Services.
2. **Informational and educational purpose.** The Site provides general informational and educational content. It is not legal, medical, or other professional advice. You should consult appropriate professionals for advice specific to your situation.
3. **Eligibility.** The Services are intended for adults and parents/guardians. If you are under 18, you may use the Services only with the involvement of a parent or guardian. The Site is not intended for children under 13.
4. **Intellectual property.** All content on the Site, including text, graphics, logos, and design, is owned by or licensed to CPAC and protected by law. You may use the Site for personal, noncommercial purposes. Any other use requires CPAC’s prior written permission.
5. **User conduct.** You agree not to misuse the Services, including by attempting to interfere with the Site’s operation, circumvent security, or use the Services to transmit unlawful, harassing, or misleading content.
6. **Third-party links and services.** The Site links to third-party websites and services (e.g., PayPal, Amazon, United Way, Constant Contact, MailChimp). CPAC is not responsible for their content, policies, or practices. Your interactions with third parties are solely between you and those providers.
7. **Donations.** Donations made via PayPal are processed by PayPal under its terms and privacy policy. CPAC does not collect or store full payment card data submitted through PayPal.
8. **SMS Text Messaging Terms**
  - **CPAC’s SMS Messaging Program** provides updates such as program information, event reminders, resources, and fundraising messages. Participation is voluntary.
  - **Opt-in, consent, and frequency:** By opting in, you consent to receive recurring automated text messages from CPAC at the mobile number you provide. SMS consent is not shared with third parties. Consent is not a condition of any purchase, donation, or receipt of services from CPAC. Message frequency varies. Message and data rates may apply.

- **Opt-out:** Text STOP to any message from CPAC to opt out. After you send STOP, we will send a single confirmation message and then cease sending you SMS messages. You may also contact [cpac@cpacinc.org](mailto:cpac@cpacinc.org) or (860) 739-3089 to request removal.
  - **Help:** Text HELP to our sending number for assistance or contact [cpac@cpacinc.org](mailto:cpac@cpacinc.org).
  - **Supported carriers and delivery; Carrier liability:** Messages are available in the United States only. Delivery depends on your carrier and device. Carriers are not liable for delayed or undelivered messages.
  - **Number type and sender:** Messages are sent from CPAC's designated SMS number 203-404-0193, which may appear as a short code, toll-free number, or 10DLC local number.
  - **Your responsibilities:**
    - You represent that you are the mobile account holder or have the account holder's permission for the number you provide and will notify us if the number is reassigned or changes.
    - The program is intended for adults; by opting in, you confirm you are an adult and at least 18 years old.
  - **Emergency communications:** SMS Messaging is not a substitute for emergency services and should not be relied upon for 911 or life-safety communications.
  - **Data practices:** See our Privacy Policy for how we collect and use your mobile number, consent records, and message logs. CPAC does not sell, share, trade, or otherwise commercially exploit personal data and does not use targeted advertising.
9. **Disclaimers.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CPAC DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

CPAC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. THE CONTENT IN THE SERVICES IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL, LEGAL, MEDICAL, FINANCIAL, OR OTHER ADVICE. YOU SHOULD NOT RELY ON ANY CONTENT IN THE SERVICES AS

A SUBSTITUTE FOR PROFESSIONAL ADVICE APPROPRIATE TO YOUR SPECIFIC CIRCUMSTANCES

10. **Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CPAC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA OR PROFITS, ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS; THESE LIMITS APPLY TO THE EXTENT PERMITTED BY LAW.
11. **Indemnity.** You agree to indemnify and hold CPAC harmless from claims arising out of your misuse of the Services or violation of these Terms.
12. **Changes to the Services and Terms.** We may modify or discontinue the Services, and we may update these Terms. Changes will be posted with an updated effective date. Your continued use after changes become effective constitutes acceptance.
13. **Governing law; venue.** These Terms are governed by the laws of the State of Connecticut, without regard to conflict-of-laws rules. You agree to exclusive jurisdiction and venue in the state or federal courts located in Connecticut.
14. **Contact.** Direct questions about these Terms or the Services to us as follows:  
  
Email: [terms@cpacinc.org](mailto:terms@cpacinc.org)  
  
Phone: (860) 739-3089  
  
Mail: CPAC, 5 Shaws Cove, Suite 102, New London, CT 06320
15. **Miscellaneous.** These Terms, together with our Privacy Policy, constitute the entire agreement between you and CPAC with respect to your use of the Services and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and CPAC. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. CPAC's failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. These Terms do not create any third-party beneficiary rights.