HEBREW SENIORLIFE

TERMS OF USE

Last updated: October 16, 2019

Hebrew SeniorLife ("Website Operator") owns and operates the website at www.hebrewseniorlife.org (the "Website"). This Website is maintained as a service to our users.

By using this Website, you agree to comply with and be bound by the following terms and conditions of use ("Terms of Use"). Please review these Terms of Use carefully. If you do not agree to these Terms of Use, you should not use this Website.

These Terms of Use ("Terms of Use" or "Agreement") specify the terms and conditions for access to and use of www.hebrewseniorlife.org (the "Website"). This Agreement may be modified at any time by the Website operator upon posting of the modified Terms of Use. Any such modifications shall be effective immediately. You can view the most recent version of these Terms of Use at any time at the Website. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

Privacy.

The Terms of Service shall be deemed to include all other operating rules, conditions, policies and procedures that are referred to in these Terms of Use or that may otherwise be published by Hebrew SeniorLife, from time to time, at the Website (collectively, *Policies*), including without limitation, Hebrew SeniorLife's Website Privacy Policy https://www.hebrewseniorlife.org/terms-of-use/privacy-practices and HSL's Patient Privacy Policy [insert hyperlink to HSL's https://www.hebrewseniorlife.org/organizational-policies-and-forms. Please review our Website Privacy Policy and Notice of Privacy Practices at [www.hebrewseniorlife.org].

Ownership.

All content included on this Website is and shall continue to be the property of the Website owner or operator, or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Website.

Intended Audience.

This Website is intended for adults only. This Website is not intended for any children under the age of eighteen (18). Hebrewseniorlife.org and others are either trademarks or registered trademarks of the Website owner and operator. Other product and company names mentioned on this Website may be trademarks of their respective owners.

Website Use.

The Website operator grants you a limited, revocable, nonexclusive license to use this Website solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Website, reverse engineer or break into the Website, or use materials, products or services in violation of any law. The use of this Website is at the discretion of the Website and its owner or operator and they may terminate your use of this Website at any time.

User Generated Content

At this time, the Website does not permit individual Users to upload or post content or other information they think may be of interest to other Users, or that permit Users to cause or control messaging with other Users.

User Rules and Conduct.

To the extent applicable, you are solely responsible for all content and material that you provide through the Website and your involvement with other Users. You agree to be courteous and respectful at all times in your interactions with other users of the Website. You agree that Hebrew SeniorLife will not be responsible for any loss or damage incurred as the result of any such interactions. Hebrew SeniorLife reserves the right, but has no obligation, to monitor disagreements between you and other Users, as applicable.

You agree to immediately notify Hebrew SeniorLife of any unauthorized use or suspected unauthorized use of your Website account or any other breach of security. Hebrew SeniorLife cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

This Website may contain links to other websites and online resources. The links are provided to assist in the search for relevant information of interest to the users of the Website and are not intended to state or imply that the Website or its owner or operator is affiliated or associated with, endorses, or sponsors such external sites or resources, or that it is legally authorized to use any trade name, trademark, logo or copyright from such websites and online resources. In some cases, this Website or its owner or operator may be affiliated with or sponsored by such external sites or online resources.

By way of example, and not limitation, you agree to NOT use the Website in any manner, that:

- is unlawful, deceptive, misleading, fraudulent, threatening, abusive, harassing, libelous, invasive of another's privacy, tortious, obscene, pornographic, profane or which otherwise violates the Terms of Service;
- reveals any confidential, proprietary or other information that you are required to keep secret, including without limitation, non-public Personal Data about another individual;
- discovers or reveals any personal information about another individual, including another person's Personal Data or any other information that could be used to track, contact that person, unless such information has been provided by that person in any public communication or forum;

- impersonates any person or entity, including any User or any employee or representative of Hebrew SeniorLife;
- infringes any patent, trademark, trade secret, copyright, right of publicity, privacy right or other right of any person or entity;
- imposes an unreasonable or disproportionately large load on Hebrew SeniorLife's computing, storage or communications systems and networks, or attempts to gain unauthorized access to Website, someone else's personal data, accounts, computer systems or networks connected to the Website, through password mining or otherwise;
- contains software viruses or any other computer codes, files or programs that are
 designed or intended to disrupt, damage, limit or interfere with the proper function of
 any software, hardware or network system or to damage or obtain unauthorized access
 to any system, data or other information of the Website or any User other third party;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"), chain letters or any form of lottery or gambling;
- registers for or creates user accounts by any automated means or under false or misleading pretenses, including by the use of a false, misleading or disguised e-mail address;
- uses any script, bot or other automated means that only simulates compliance with the Terms of Service or other requirement applicable to the use of the Website; or
- disguises the source of personal data.

HEBREW SENIORLIFE HAS NO OBLIGATION TO MONITOR OUR WEBSITE OR ANY USER'S USE THEREOF. HOWEVER, HEBREW SENIORLIFE RESERVES THE RIGHT AT ANY TIME AND WITHOUT NOTICE TO MONITOR, REVIEW, COPY, RETAIN OR DISCLOSE ANY INFORMATION AS MAY REASONABLY BE NECESSARY TO SATISFY ANY APPLICABLE LAW, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST OR INVESTIGATION (INCLUDING ANY INQUIRY FROM LAW ENFORCEMENT).

Connections and Third Party Sites

From the Website, you may be able to link or communicate from the Website to applications, devices, distribution platforms and websites owned and operated by third parties. These other applications, devices, platforms and websites are not operated or controlled by Hebrew SeniorLife, and you agree that Hebrew SeniorLife is not responsible for the availability, accuracy, legality, appropriateness or any other aspect of the content or function of such applications, devices, platforms and websites. Additional or different terms and conditions (including without limitation, privacy and security practices) apply when you access and use such other applications, devices, platforms and websites.

Updates.

Hebrew SeniorLife reserves the right, at its sole discretion, to update, modify or replace these Terms of Service (including any Policy), in whole or in part, at any time. Change notices may be communicated by postings at the Site, e-mail or otherwise. In any case, you should periodically check the Website for any changes to these Terms of Service or other Policies for changes. Continued access or use of the Website following any change to the Terms of Service constitutes your acceptance of those changes. Hebrew SeniorLife may modify, suspend or terminate the use of this Website in whole or in part, at any time in its sole discretion.

Compliance with Laws.

You agree to comply with all applicable laws regarding your use of the Website. You further agree that information provided by you is truthful and accurate to the best of your knowledge. You agree to indemnify, defend and hold the Website, its owner, operator, and our partners, employees, contractors, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Website.

Warranties.

THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE AND ITS OWNER AND OPERATOR DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF ACCURACY, INTEGRATION, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. HEBREW SENIORLIFE AND ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY SERVICE DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL THIS WEBSITE OR ITS OWNER OR OPERATOR, OR THEIR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATING TO (A) THE WEBSITE, (B) YOUR WEBSITE USE, (C) THE CONTENT, OR ANY ERRORS, MISTAKES, OR INACCURACIES OF THE CONTENT, (D) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (E) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (F) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (G) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (H) ANY ERRORS OR OMISSIONS OR DELETIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF AND CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. You may have additional rights under certain laws (including consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

Use of Information.

The Website and its owner and operator reserve the right, and you authorize us, to use and assign all information regarding Website uses by you and all information provided by you in any manner consistent with our Privacy Policy.

Proprietary Rights.

The Website (including underlying technology platforms), and all content, materials, data and other information created by or for Hebrew SeniorLife (or its affiliates or licensors) and made available via the Website (collectively, Content), are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and Hebrew SeniorLife (and its applicable affiliates and licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by Hebrew SeniorLife, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any part of the Website or its content. However, unless the Website states or implements a different restriction, you may download, reproduce or transmit a reasonable number of copies of the content for your authorized use; *provided*, that any such copies identify all copyright and other proprietary notices contained therein. Your systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited without Hebrew SeniorLife's express prior written permission.

Applicable Law.

You agree that the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions, will govern these terms and conditions of use and any dispute that may arise between you and the Website, or its owner, operator or affiliates. If any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. We may terminate this Agreement at any time, with or without notice, for any reason.

Contact Information: editor@hebrewseniorlife.org