

Ashe Services for Aging, Inc.

Website Terms & Conditions of Use

1. Introduction

1.1 These website standard terms and conditions contained on this webpage govern your use of <http://www.asheaging.com> and <http://www.asheaging.org>, including all pages within this Website (collectively this "Website"). These terms apply in full force and effect to your use of this Website, and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this website if you have any objection to any of these Website terms and conditions.

1.2 This website is not for use by minors (defined as those who are not at least 18 years of age) unless supervised by an adult.

1.3 If you register with this website and/or submit any material to this website or use any of the website services, you expressly agree to these terms and conditions.

2. Terms of Use

Please read these Terms of Use ("Terms") carefully before using this Website. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use this Website.

3. Intellectual Property

3.1 You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

3.2 Subject to the express provisions of these terms and conditions:

(a) this website, together with its licensors, owns all the copyright and other intellectual property rights on and related to this website; and

(b) all copyright and other intellectual property rights in the website and material on the website are reserved.

4. Acceptable Use

4.1 Users of the website must not:

(a) use the website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(b) use the website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use the website to copy, store, host, transit, send, use, publish, or distribute any material which consists of any spyware, computer virus, keystroke logger, or other malicious computer software;

5. User Content

5.1 “User Content” means all works and materials including text, graphics, images, audio material, video material, audio-visual material, scripts, software and files that you submit to the website for storage or publication on this website.

5.2 You represent and warrant that you have the intellectual property rights to any user content you make available or post on this website.

5.3 You grant an irrevocable, non-exclusive, royalty-free license to the website to use, reproduce, store, adapt, publish, or translate your content on and in relation to this website.

5.4 You grant to the website the right to bring an action for infringement of the rights licensed under section 3.2.

5.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law.

5.6 You may edit your content to the extent permitted using the editing functionality made available on this website.

5.7 This website has the right to delete any and all of your content.

5.8 You represent and warrant that your content will comply with these terms and conditions.

5.9 Your content must not be illegal or unlawful and must not infringe on any person’s legal rights.

5.10 Your content and the use of your content on this website must be in accordance with these terms and conditions and must not:

(a) be libelous or maliciously false;

(b) be obscene or indecent;

- (c) infringe on any copy right, database right, trademark right, design right, or any other intellectual property right;
- (d) infringe on any right of confidence, right of privacy or right under data protection legislation;
- (e) be false, inaccurate or misleading;
- (f) be violent, pornographic, lewd or suggestive;
- (g) contain any instructions, advice or other information which may be acted upon and cause illness, injury or death, or any other loss of damage;
- (h) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory

5.11 Your content must be your own and must not infringe on any third-party's rights. This website reserves the right to remove any of your content from this website at any time and for any reason, without notice.

6. Limited Warranties

6.1 This website does not warrant or represent:

- (a) the completeness or accuracy of the information published on the website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

6.2 This website reserves the right to discontinue or alter any and all website services without notice and to stop publishing the website, at any time in the sole discretion of the website without notice.

7. Limitation of Liability

In no event, shall Ashe Services for Aging, Inc. or any of its officers, directors, employees and agents be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Ashe Services for Aging, Inc. and any of its officers, directors, employees and agents shall not be liable for any indirect, consequential, punitive, or special liability arising out of or in any way related to your use of this website.

8. Links to Other Web sites

8.1 Website services may contain links to third-party web sites or services that are not owned or controlled by this Website.

8.2 This Website has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that this Website is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such content, goods or services available on or through any such web sites or services.

9. Contributions and Submissions

9.1 We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant Ashe Services for Aging, Inc. a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to

(a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and

(b) use the name that you submit in connection with such Submission.

10. Variation

10.1 This website may revise these terms and conditions at any time.

10.2 The revised terms and conditions apply to the use of our website from the date of publication of the revised terms and conditions on the website.

11. Indemnification

You agree to defend and indemnify Ashe Services for Aging, Inc. and any of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third-parties as a result of:

(1) your breach of these Terms and Conditions;

(2) your violation of any law or the rights of a third-party; or

(3) your use of this Website

12. Severability

If any provision of these Terms is found to be unenforceable or invalid under applicable law, such unenforceability or invalidity does not render these Terms unenforceable or invalid as a whole, and such provision is to be deleted without affecting the remaining provisions herein.

13. Assignment

Ashe Services for Aging, Inc. shall be permitted to assign, transfer, and subcontract its rights and obligations under these Terms without any notification or consent. However, you may not assign, transfer, or subcontract any of your rights and/or obligation under these Terms.

14. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between the website and you in relation to your use of this Website and supersede all prior agreements and understandings with respect to the same.

15. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of North Carolina, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Ashe County, North Carolina for the resolution of any disputes.

16. Termination

16.1 We may terminate or suspend access to this Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

16.2 All provisions of the Terms which by their nature survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Privacy Policy

Ashe Services for Aging, Inc. is committed to safeguarding the privacy of visitors to our website. Please read the following policy to understand how any information you provide will be treated.

1. Use of Information

You are not required to provide any personal information on our website. However, you may choose to do so in order to receive material or to access asheaging.com and asheaging.org content (for example, accessing other resources by registering your name and email address to our database). Personal data submitted on this website will only be used for the purposes

specified in the relevant part of the website and for any other purposes for which you give your consent. It will not be passed on to other parties.

2. Confidentiality and Security

Ashe Services for Aging, Inc. acknowledges that the information you provide may be confidential and will maintain the confidentiality of, and protect, such information in accordance with all applicable laws.

3. Your Rights

Ashe Services for Aging, Inc. has a legal obligation to ensure that your information is kept accurate and up to date. Please assist us to comply with this obligation by ensuring that you inform us of any changes.

You have the right to request details of the information we hold about you and to delete or rectify any inaccurate information about you by sending us a written request to asheaging.com or asheaging.org.

You can unsubscribe from our database at any time.

4. Cookies

Asheaging.com and asheaging.org use cookies for storing user IDs, passwords and any preferences you choose in relation to our website. A cookie does not give us access to your computer or any information about you other than the data you choose to share with us.