



Website Terms of use

Overview

These CareAsOne Website Terms of Use ("Terms") govern the use of web pages, software and content located within <https://careasone.org/> including its domain and subdomains and apply generally to any of CareAsOne, a CA Nonprofit Corporation's websites (collectively, the "Site").

Additionally, CareAsOne **Privacy Policy** explains how CareAsOne handles information collected from the visitors and users of the Site.

By accessing, browsing or using the Site, you acknowledge that you have read, understood and agree to be bound by these Terms and to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. You also confirm that you are not a minor and you possess the legal right and capacity to understand and agree to the Terms. If you do not agree to these Terms, please do not use or access the Site. Unauthorized use of the Site may give rise to a claim for damages and/or be a criminal offence.

CareAsOne may amend the Terms at any time by posting the amended terms on the Site. CareAsOne also reserves the right to change or remove features and contents of the Site.

If any term, provision, covenant or condition of these Terms is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if these Terms had been executed with the invalid portion eliminated.

License to use the Site

CareAsOne grants you a limited license to access and make personal use of the Site, subject to the Terms. Without the express written consent of CareAsOne, you may not reproduce, duplicate, copy, download, sell or otherwise exploit for any commercial purpose the Site and any portion hereof. This limited license terminates automatically, without notice to you, if you breach these Terms.

Your Conduct and Obligations

- a. You undertake to assure that the Site shall be used for lawful purposes only and that you shall not violate any applicable law.
- b. Without prejudice to the generality of the above, you confirm that you shall not:
 - o post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component;
 - o you may not use any meta tags or any other "hidden text" utilizing CareAsOne's name, trademarks, service marks and logos (collectively, "Marks");
 - o you may not frame or utilize framing techniques to enclose any Marks or other information (including images, text, page layout and form) from the Site;
 - o delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
 - o use the Site in any manner that could damage, disable, overburden, impair, harm or potentially harm CareAsOne's server, or any network, computer system / resource connected to an CareAsOne server, or interfere with any other person's use and enjoyment of the Site;
 - o carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service;
 - o disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to the Site; or
 - o forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.

Electronic Communications

When you visit the Site or send e-mails to CareAsOne, you are communicating with CareAsOne electronically. You consent to receive communications from CareAsOne electronically. CareAsOne will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that CareAsOne provides to you electronically satisfy any legal requirement that such communications be in writing.

Trademarks

CareAsOne and its affiliated companies reserve all rights to their Marks. The Marks are highly valued intellectual property, and therefore CareAsOne will take the necessary steps to guard against dilution and the use of third-party marks which are confusingly similar to Marks or which are likely to cause confusion with Marks.

Copyright

All content (including the design, layout, look, appearance and graphics) provided on the Site are owned by or licensed to CareAsOne and its affiliated companies and protected by United States and international copyright laws. CareAsOne and its licensors retain all proprietary rights to the content on the Site. Such content may not be reproduced, transmitted or distributed without the prior written consent of CareAsOne.

Links to Third Party Sites

The Site may also include links to third party websites. These links are provided for your convenience to provide further information. They do not signify that CareAsOne endorses the third-party website(s). CareAsOne has no responsibility for the content of the linked website(s).

Indemnification

You agree to indemnify, defend and hold harmless CareAsOne, its affiliated companies and the respective officers, directors, employees or agents of any such entities from and against any and all claims, liabilities, damages, losses, costs, expenses and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account, computer or software's) use of the Site or violation of these Terms. CareAsOne reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with CareAsOne's defense of such claim. In no event may you agree to any settlement affecting CareAsOne without CareAsOne's written consent.

Disclaimers

ALL INFORMATION, CONTENT, PRODUCTS AND SERVICES PROVIDED ON THE SITE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITH NO WARRANTIES OF ANY KIND. CAREASONE EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NONINFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CAREASONE MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CAREASONE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, REVENUES OR SAVINGS, LOSS OR DAMAGE TO DATA OR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ACCESSED ON OR THROUGH THESE SITE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY AND EVEN IF

CAREASONE HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law & Remedies

Your use of the Site and any dispute arising out of such use shall be subject to the laws of the State of California. You hereby consent to the exclusive jurisdiction and venue in the courts of San Francisco County, State of California over any legal action arising out of the use of the Site.

You agree that breach of these Terms would cause immediate and irreparable harm to CareAsOne for which money damages would be inadequate. Therefore, CareAsOne will be entitled to injunctive relief for your breach of these Terms without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach but shall be in addition to all other remedies available at law or in equity.

Contact Us

CareAsOne welcomes your questions and comments regarding these Terms. You may contact CareAsOne at contact@careasone.org or write to, at CareAsOne offices at 535 Mission St., Suite 1829, Floor 18, San Francisco, CA 94105.