LeadingAge™ Colorado Terms of Use

By accessing and using any of the LeadingAge Colorado ("LAC" or "we") website, social media, or mobile apps that may be released by LAC from time to time ("Sites"), you agree to comply with these Terms of Use, LAC’s Privacy Policy, and all applicable laws.

LAC Trademarks:

LAC is the owner and/or sublicensor of the registered and/or common law trademark rights in: LeadingAge™ Colorado and the associated logo. LAC adheres to LeadingAge state co-branding guidelines. The marks may not be used without written permission from LAC. Unauthorized use and misuse of LAC's marks is strictly prohibited. LAC aggressively enforces its intellectual property rights to the fullest extent of the law.

Copyright

Copyright © 2020 LeadingAge™ Colorado. All rights reserved.

You should assume that everything you see or read on the Sites is protected by law including, but not limited to, United States copyright and trademark law, as well as other state, federal, and international laws and regulations (unless otherwise noted) and may not be used, except as provided in these Terms of Use or in the text on the Sites, without the prior written consent of LAC.

All information, documents and materials posted in the Sites are solely for the use of LAC users and may not be resold, republished, or copied, without the prior written consent of LAC. Information, documents and materials may be reprinted for educational and nonprofit purposes with LAC’s prior written permission. In order to receive LAC’s written consent, please contact LAC at (303) 837-8834.

Privacy Policy
For information about LAC’s collection and use of personal information, please read the Privacy Policy which is incorporated and made a part of these Terms of Use.

Disclaimer

THE MATERIALS AND CONTENT CONTAINED IN THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. LAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LAC DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THESE MATERIALS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. LAC MAY MAKE CHANGES TO THIS WEBSITE AT ANY TIME WITHOUT NOTICE. WHILE LAC STRIVES TO KEEP THE INFORMATION ON THIS WEBSITE ACCURATE AND CURRENT, LAC CANNOT GUARANTEE THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION. INFORMATION WITHIN LAC’S WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. AFP RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS AND/OR IMPROVEMENTS TO THE INFORMATION CONTAINED WITHIN THIS WEBSITE, AT ANY TIME, WITHOUT NOTICE.

Limitation of Liability

YOUR USE OF AND BROWSING IN THIS WEBSITE ARE AT YOUR OWN RISK.

IN NO EVENT SHALL LAC NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE WEBSITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF LAC OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Links/Third Party Websites/Advertising

For your convenience, LAC may provide links to various other websites that may be of interest to you. However, LAC does not control such websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites. Furthermore, LAC’s Privacy Policy is applicable only when you are on our Sites. Once you link to another website, you should read that website's
privacy policy before disclosing any personal information. If you decide to access any of the
third-party websites linked to our Sites, you do so at your own risk. LAC reserves the right to
terminate any link or linking program at any time.

LAC, in its sole discretion, may post the advertisements of third parties on the Sites. Your
correspondence or any other dealings with advertisers found on the Sites are solely between you
and such advertiser. You agree that LAC shall not be responsible for any loss or damage of any
sort incurred as a result of any such dealings or as the result of the presence of such advertisers
on the Sites.

Opening Account/Password Policy

Your use of certain portions of the Sites may require you to become a registered user and enter a
password. By agreeing to these Terms of Use, you agree to be solely responsible for the
confidentiality and use of your respective password, as well as for any communications entered
through the Sites using your password. You agree to provide LAC with accurate, complete, and
updated information.

Limitations on Use

LAC may from time to time monitor or review discussions, postings, transmissions and other
information or material on the Sites; however, LAC is under no duty to do so and assumes no
responsibility or liability arising from such matters nor for any error, defamation, libel, slander,
 omission, obscenity, pornography, or inaccuracy contained in any such discussion, posting or
transmission.

Furthermore, you agree not to do the following:

1. Restrict or inhibit any other user from using and enjoying the Sites. This includes,
without limitation: (a) using, or attempting to use, any account without the owner's permission,
(b) obtaining or soliciting another person's password or other personal information under false
pretenses, or (c) impersonating another user or otherwise misrepresenting yourself to LAC or
other entities.

2. Interfere (or attempt to interfere) with the operation of the Sites. This includes, without
limitation, (a) interfering with, defeating, or circumventing any security function of the Sites, or
attempting to do so, or (b) accessing, or attempting to access, any portion of the Sites that you
are not authorized to access. Unauthorized access (or attempts) may subject you to civil and/or
criminal penalties.

3. Post, store, or transmit any unlawful, threatening, libelous, defamatory, obscene,
inflammatory, pornographic, profane, or otherwise objectionable (as determined by LAC in its
sole discretion) information or material.
4. Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

5. Post, store, or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the Sites specifically designated for such purpose (and subject to applicable rules).

6. Use the Sites to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.

7. Use the Sites to post, store, or transmit materials in violation of another party's copyright, trademark or other intellectual property rights. You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.

8. Use the Sites for any unlawful purposes.

9. Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Sites.

**Indemnification**

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless LAC and any affiliates and all of their employees, agents, directors, officers, volunteers, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Sites, any violation by you of these Terms of Use, or any other matter for which you are responsible under law.

**Applicable Law**

The Sites are controlled by LAC, incorporated in the State of Colorado, from its offices in Denver, Colorado, the United States of America. As such, U.S. federal laws and the laws of the State of Colorado will govern these Terms of Use, excluding any conflicts or rules of law that may direct the application of the law of another state. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Colorado and/or the United States District Court for Denver, Colorado, for any litigation arising out of or relating to the use of Sites, waive any objection to the venue of any such litigation in the State of Colorado courts and agree not to plead or claim in any State of Colorado court that such litigation brought therein has been brought in an inconvenient forum.

**Waiver and Severability**

The failure of LAC to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful, void or for any reason unenforceable,
then that provision shall be deemed severable and enforced to the fullest extent of the law and shall not affect the validity or enforceability of any remaining provisions herein.

Updates

LAC reserves the right to make changes to these Terms of Use at any time by updating this page without notice to you. You should visit this page from time to time to review the then-current Terms of Use because it is binding on you. Your use of the Sites following any such change constitutes your agreement to follow and be bound by these Terms of Use as changed. If any change is unacceptable to you, your only recourse is to terminate your use of the Sites.

Contact

If you have any questions about this Privacy Policy, or would like to provide notices or requests under this Policy, you may email LAC at _____@org or contact LAC at: 303 E. 17th Avenue, Suite 880, Denver, CO 80203; Phone: 303-837-8834.

Last Modified: June 1, 2020.