

VALA Website & Social Media Platforms Terms & Conditions of Use

Virginia Assisted Living Association, Inc. (VALA)

www.valainfo.org

as of January 1, 2020

Access to the VALA (“VALA”) website (“Site”) is provided to the user subject to the following terms and conditions that may be updated by VALA from time to time without prior notice of changes (“Terms and Conditions”). In addition, use of certain areas of the Site may be subject to additional conditions or rules, and those conditions or rules are hereby incorporated by reference. VALA reserves the right to remove any disparaging comments made on the VALA website or on VALA’s social media platforms. The Terms and Conditions are a legally enforceable agreement and apply to anyone who use or interact with this Site or on VALA’s social media platforms.

Anyone that does not agree to each of these Terms and Conditions should cease and desist usage of this Site or any of VALA’s social media platforms.

1. Purpose of Site

VALA maintains this Site as a source of information regarding Virginia’s senior living industry for anyone who chooses to access this Site (“users”).

2. Right to Change or Modify Terms

VALA reserves the right, at its sole discretion, at any time, to change the Terms and Conditions. The user should periodically review the Terms and Conditions to maintain compliance. By using this Site, the user agrees to comply with the Terms and Conditions that are applicable at the time of usage.

3. Registration

The user can browse the Site or may choose to register as a member to take advantage of additional services or to download or purchase resources that may be available. Users who register or participate in any feature on the Site or purchase materials from the Site agree to provide current, complete, and accurate registration and/or purchaser information and data. VALA reserves the right to suspend or terminate the use of the Site and/or any feature of the Site in the event that any information provided was is inaccurate, not current, or incomplete, or VALA has reasonable grounds to suspect that such information is inaccurate, not current, or incomplete.

4. User Conduct

The Site may contain bulletin board, discussion groups, chat rooms, messaging, third party content, or communication facilities (collectively “Forums”). The user agrees to use the Forums only to send and receive messages and material that are proper and related to the Forum. By way of example, and not as a limitation, the user agrees that when using a Forum, the user shall not do any of the following:

- a. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as the rights of privacy and publicity) of others.
- b. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- c. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or have received all necessary components.
- d. Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- e. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- f. Falsify the origin or source of software or other material contained in a file that is uploaded.

VALA reserves the right to terminate the user's access to the Site or any feature of the Site, at any time in our sole discretion, with or without notice, if we believe that the user's conduct fails to conform with the Terms and Conditions, to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit or criminal prosecution for any alleged or actual illegal activities involving the Site or any of its services.

5. Use of Site Content

The Site contains information and publications, including, but not limited to, a VALA member directory, assisted living community listings, career or employment listings/opportunities, VALA toolkits, and other informational documents. The Site Content is protected under the copyright laws of the United States and of other countries. Unless indicated otherwise on the Site Content, the user must contact us for permission for any reproduction, modification, or distribution of such Site Content. Some Site Content may have been submitted by third parties, and may be subject to more specific restrictions, as indicated on such Site Content.

6. Contributed Content

VALA does not claim ownership of content the user submits or makes available ("Contributed Content") for inclusion in the Site, its services and Forums. However, with respect to original Contributed Content for inclusion in the Site, its services and Forums, the user grants the Argentum a perpetual, royalty-free, world-wide license to use, distribute, reproduce, make derivative works, edit, publish, translate, publicly perform and publicly display such Contributed Content (in whole or in part) and to incorporate such Contributed Content into other works in any format or medium now known or later developed. If the user contributes content that does not constitute the user's original work of authorship as defined under U.S. Copyright Law, but a third party holds the copyright and other proprietary rights to such content, the user represents and warrant to VALA that the user's work does not infringe on any third party's copyright or other proprietary rights and that the user has secured all necessary permissions and licenses prior to contributing such content to the Site, its services and Forums. The user further warrants that the user shall defend, indemnify and hold harmless VALA, its officers, directors, employees, volunteers and authorized agents from and against any third party claim for copyright infringement or a violation of proprietary rights arising out of or related to the user's use of such third party content.

7. Public Forums

All Forums are public and not private communications. Chats, postings, conferences, e-mails and other communications by other users are not endorsed by VALA and such communications shall not be considered reviewed, screened, or approved by VALA. VALA reserves the right for any reason to remove without notice any Contributed Content.

8. Copyright Notice

If the user believes in good faith that their copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, the user is to advise the VALA staff immediately for correction or clarification.

9. Trademarks and Logos

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10. DISCLAIMER OF WARRANTIES

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11. Disclaimer of Liability

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12. No Endorsements

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13. No Technical or Professional Advice

The content of this Site, including, but not limited to the features of the Site, is for informational purposes only. VALA urges the user to consult with a qualified professional or expert for specific answers to questions the user may have based on a full disclosure and understanding of all the relevant circumstances. VALA does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any services, products, information, publications, or materials provided or made available on this Site.

14. Privacy

Please see the [Privacy Policy](#) which governs the use of information provided by the user on this Site.

15. Governing Law and Choice of Jurisdiction

This agreement and the Terms and Conditions will be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. The user agrees to the exclusive jurisdiction of the Courts of the Commonwealth of Virginia.