

# Terms of Service

## User Agreement

Welcome to [www.PAcare.org](http://www.PAcare.org), a project of Pennsylvanians for Quality Affordable Care (“PQAC”). Please carefully review our User Agreement before you begin using the site. Thank you.

### A. Your Acceptance

Welcome to [www.PAcare.org](http://www.PAcare.org) (the “Website”). By using and/or visiting this Website, you signify your agreement to (1) these terms and conditions (the “User Agreement”), and (2) the Website’s Privacy Policy, incorporated here by reference. If you do not agree to all of the terms and conditions contained in this User Agreement and the Privacy Policy, you are not authorized to use the Website.

Although we may attempt to notify you when major changes are made to this User Agreement, you should periodically review the most up-to-date version. PQAC may, in its sole discretion, modify this User Agreement at any time. By continuing to use this website following our posting of such changes, you agree to be bound by this User Agreement, as modified.

PQAC reserves the right to modify, suspend, or discontinue the Website or any related sites, or any part of them, at any time, for any reason without prior notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.

Any personally identifiable information you provide us about yourself on this Website is subject to our Privacy Policy. [Click here to read our Privacy Policy.](#)

### B. General Use of the Website — Permissions and Restrictions

PQAC hereby grants you permission to access and use the Website as set forth in this User Agreement, provided that:

1. You do not collect any personally identifiable information of others, including user names or email addresses, from the Website.
2. You do not use the Website for any commercial purposes without the prior written authorization of PQAC. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You agree not to solicit, for commercial purposes, any users of the Website with respect to material they post on the Website.
3. You do not use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, PQAC grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and

solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. PQAC reserves the right to revoke these exceptions either generally or in specific cases.

4. You do not transmit or otherwise make available any content containing any “virus,” “worm,” “trojan horse,” or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
5. You do not alter or modify any part of the Website.
6. You do not circumvent, disable or otherwise interfere with security-related features of the Website or our sites or servers (or networks connected to our Website).
7. You do not harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to a person or entity on or through the Website.
8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as solely determined by PQAC.
9. PQAC reserves the right to change or discontinue any aspect of the Website at any time, for any reason, and without notice to you.
10. PQAC reserves the right to suspend or terminate a user’s access to the Website, without prior notice and at PQAC’s sole discretion.
11. This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether conduct violates conduct requirements for the Website.

### **C. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the Website.

1. The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, “PQAC Content”) is owned by or licensed by PQAC. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by PQAC (“PQAC Marks”). Except as otherwise provided in this User Agreement, the PQAC Content and the PQAC Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of PQAC. PQAC reserves all rights not expressly granted in and to the PQAC Content and the PQAC Marks.
2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website’s purposes.
3. You understand that when using the Website, you will be exposed to PQAC Content and other third-party content from a variety of sources, and that PQAC makes no warranty

about the accuracy, usefulness, safety, or intellectual property rights of or relating to such PQAC Content or other third-party content.

4. The Website may contain links to third party websites that are not owned or controlled by PQAC. PQAC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

## **D. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any PQAC Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing PQAC’s Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit PQAC to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

PQAC’s designated Copyright Agent to receive notifications of claimed infringement can be reached at [Info@PACare.org](mailto:Info@PACare.org). You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with PQAC.

## **F. Warranty Disclaimer**

THIS WEBSITE IS PROVIDED TO YOU “AS IS.” YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, PQAC, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE “PQAC PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE PQAC PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY,

COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE PQAC PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PQAC PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

#### **G. Limitation of Liability**

IN NO EVENT SHALL THE PQAC PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PQAC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE PQAC PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE PQAC PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE PQAC WEBSITE OR YOUR VIOLATION OF ANY OF THIS USER AGREEMENT. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THIS USER AGREEMENT AND YOUR USE OF THE PQAC WEBSITE.

#### **H. Ability to Accept User Agreement**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms,

conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with this User Agreement. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13.

## **I. Miscellaneous**

This User Agreement shall be governed by the internal substantive laws of Pennsylvania, without respect to its conflict of laws principles. Any claim or dispute between you and PQAC that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C. This User Agreement, together with the Privacy Policy and any other legal notices published by PQAC on the Website, shall constitute the entire agreement between you and PQAC concerning the Website and supersedes prior agreements, if any, between you and PQAC relating to any matter dealt with in the User Agreement. If any provision of this User Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any term of this User Agreement shall be deemed a further or continuing waiver of such term or any other term, and PQAC's failure to assert any right or provision under this User Agreement shall not constitute a waiver of such right or provision. This User Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PQAC without restriction. This User Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of this Agreement.

You and PQAC agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

This User Agreement is made effective as of August 7, 2014.