

ENGLISH MEADOWS SENIOR LIVING, LLC

Website Terms of Use

Last Modified: June 20, 2023

Acceptance of the Terms of Use

These terms of use are entered into by and between you and **English Meadows Senior Living, LLC** (“**Company**,” “**EMSL**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents that are expressly incorporated by reference, including, without limitation, the Company’s Privacy Policy located at: [\[INSERT LINK\]](#) (collectively, the “**Terms of Use**”) govern your access to and use of <https://www.englishmeadowssl.com/#/>, including any content, functionality, and services offered on or through <https://www.englishmeadowssl.com/#/>, (the “**Website**”), whether as a guest or a registered user.

You are sometimes referred to as a “**User**” throughout these Terms of Use.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to the Terms of Use, you must not access or use the Website.

YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND USE THIS WEBSITE. IF YOU ARE 13 YEARS OR YOUNGER, DO NOT USE THIS WEBSITE FOR ANY PURPOSE. BY USING THIS WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By accepting these Terms of Use, you certify that you are of the legal age of majority in the jurisdiction in which you reside and you represent that you are legally permitted to use the Website. These Terms of Use are void where prohibited by law. Unless otherwise agreed or permitted by EMSL in writing, you cannot share or transfer any software or other materials you receive from EMSL in connection herewith.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each and every time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole and absolute discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details, including information you have provided to EMSL, or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to use this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Section I

Use Of Website

1. **Limited License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, non-exclusive, limited, non-transferable, non-sublicensable, freely revocable license to use the Website for your personal, noncommercial use only and as permitted by the Company. The Company reserves all rights not expressly granted herein in the Website and the Company's intellectual property (as more fully discussed below). The Company may terminate this license at any time for any reason or no reason. EMSL retains ownership of the EMSL Website,

and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any EMSL intellectual property. Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

2. Services. The Company provides services to Users who visit the Site at Website related to information about the different facility locations (each a "**Facility**") and service options. There is also information about the Company and its staff. The website offers a Privacy policy and other policies for the Company.

3. Prohibited Conduct.

(a) *No Export*. You agree that you will not export or re-export any of the content on the Website or Confidential Information received from EMSL except as authorized by United States law and the laws of the jurisdiction in which the Website was obtained. You agree that you will not use the Website for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of missiles, nuclear, chemical or biological weapons. You certify that this Website will only be used for its intended purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, you certify that you will not transfer or export any product, process, or service that is a direct product of this Website.

(b) *No Reverse Engineering*. You may not, and you agree not to enable any third party, to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of any services provided by the EMSL, or any part thereof.

(c) *No Circumvention*. You may not and you agree not to remove, alter, disable, or circumvent any copyright and trademark indications or other authorship and origin information, notices, or labels contained on or within the Website. EMSL utilizes technical or content protection measures, developed by EMSL or third-party partners, for EMSL's Website in order to prevent piracy and the unauthorized copying or use of the Website. Attempting to circumvent, disable or tamper with these measures shall terminate this license.

4. Banned/Sanctioned Users. You agree and understand that EMSL can have full authority to ban or sanction you if you violate any of EMSL's policies, including but not limited to this Terms of Use.

5. Third-Party Data and Services. Portions of the Website may include third-party software and other copyrighted material. Acknowledgments, licensing terms, and disclaimers for such material are contained on Website, and your use of such material is governed by such respective terms. Mention of third parties and third-party products in any materials, advertising, promotions, or coupons provided to you are for informational purposes only and constitute neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and EMSL shall have no responsibility with regard

to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and prospective users.

6. Miscellaneous.

(a) *Location of Website.* The Website is controlled and operated from facilities in the United States. The Company makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Website if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Website are solely directed to individuals, companies, or other entities located in the United States.

(b) *California Residents.* The provider of the Website is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

(c) *Typographical Errors.* Our goal is to provide complete, accurate, and up-to-date information on the Website. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Website may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

(d) *Availability.* We may, without prior notice, change the Website; stop providing the Website or features of the Website, to you or to Users generally; or create usage limits for the Website. We may permanently or temporarily terminate or suspend your access to the Website without notice and liability for any reason, including if in our sole determination, you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

(e) *Feedback.* EMSL may provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, “**Feedback**”) to EMSL. EMSL may request this information from you through by email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, you agree that EMSL may contact you from time to time, and you hereby consent to receive such communications. Except as otherwise set forth in the Privacy Policy, you agree that in the absence of a separate written agreement to the contrary, EMSL will be free to use any Feedback you provide for any purpose.

Section II

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: privacypolicy@twenty20mgt.com

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate

copyright, trademark, and other laws. Notwithstanding the foregoing, you may share captured screenshots of computer games with others for non-commercial purposes only.

Section III

Trademarks

The Company name, the terms “English Meadows Senior Living”, “English Meadows”, “EMSL”, the Company logo, and all related names, logos, product and service names, designs, and slogans are or will be trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are/will be the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set forth in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written

consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Section IV

User Generated Content

1. Generally. The Website may contain message boards, personal profile pages, forums, bulletin boards, feature landing pages, support ticketing systems, aggregate and categorical lists, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Generated Content**” or “**User Contribution**”, as applicable) on or through the Website.

2. Content Standards and Restrictions. All User Generated Content must comply with the Content Standards set forth in these Terms of Use. You agree that you will not create, transfer, share, send, submit, or upload any User Generated Content that:

- (a) is protected by copyright, patent, trademark, or trade secret or otherwise subject to third-party proprietary rights, including but not limited to rights of privacy and publicity (unless you are or have permission from the rightful owner);
- (b) contains fraudulent statements or misrepresentations that could damage EMSL or any third party;
- (c) contains any statements or materials that disparage, ridicule or scorn EMSL or any third party;
- (d) is obscene, defamatory, threatening, harassing, predatory, pornographic, hateful, racially or ethnically offensive, or encourages conduct that would violate any law or is otherwise inappropriate;
- (e) is an advertisement or solicitation of business;
- (f) is an impersonation of another person; or
- (g) otherwise violates these Terms of Use or the Privacy Policy.

3. License.

- (a) Generally. Any User Contribution you post to the site will be considered

non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a non-exclusive, worldwide, fully paid-up, transferable, irrevocable, royalty-free, and perpetual license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

- (b) Right to Monetize. You grant the Company the right to monetize your User Generated Content on the Service (and such monetization may include displaying ads on or within such User Generated Content or charging users a fee for access). This Agreement does not entitle you to any payments. Any payments you may be entitled to receive from the Company under any future or other agreement between you and the Company will be treated as royalties. If required by law, the Company will withhold taxes from such payments.

4. Representation and Warranties. You represent and warrant that:

- (a) Acknowledge that you have received good and valuable consideration from EMSL for the license of the rights in your User Generated Content under this Agreement;
- (b) Agree that your creation or distribution of User Generated Content is not in any way based upon any expectation of compensation from EMSL, its affiliates, licensors, or distributors;
- (c) Agree that EMSL, its affiliates, and licensors may - but are not required to - use your name, username, or applicable trademarks in connection with the distribution of your User Generated Content;
- (d) Warrant and represent that: (A) you created your User Generated Content; (B) you have all necessary rights to your User Generated Content to fulfill your obligations under this Agreement; and (C) your User Generated Content does not infringe on the intellectual property or other rights of any third party and is not obscene, defamatory, offensive or an advertisement or solicitation of business; and
- (e) All of your User Contributions do and will comply with these Terms of Use.

You acknowledge that the Company has entered into this Agreement expressly on the reliance of the truth and accuracy of the representations and warranties set forth above.

5. Power of Attorney. You hereby appoint EMSL as your attorney-in-fact to request from third party's removal under the Digital Millennium Copyright Act or other applicable law or basis, in EMSL 's sole and absolute discretion, of any of your User Generated Content posted on a third-party network or Internet site. You agree to not contest EMSL's request for the removal of

your User Generated Content from such network or Internet site. You also agree to execute all documents, as requested by EMSL, to effect such removal.

6. Liability. You understand and acknowledge that you are responsible for any User Generated Content you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. **WE ARE NOT RESPONSIBLE OR LIABLE TO ANY THIRD PARTY FOR THE CONTENT OR ACCURACY OF ANY USER GENERATED CONTENT POSTED BY YOU OR ANY OTHER USER OF THE WEBSITE.**

7. Confidentiality.

(a) *Definition of Confidential Information*. You agree that the Resources and any information concerning the Website (including its nature and existence, features, functionality, and screenshots) and any other information disclosed by EMSL to you in connection herewith will be considered and referred to in this Agreement as “**Confidential Information**.” Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of yours, (b) is generally made available to the public by EMSL, (c) is independently developed by you without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, or (e) any third party software and/or documentation provided to you by EMSL and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of EMSL and you have no implied licenses or other rights in the Confidential Information not specified in this Agreement.

(b) *Nondisclosure*. Except as expressly permitted in this Section 7, you agree that you will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than individuals or as otherwise expressly permitted or agreed to in writing by EMSL. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Website to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for your own or any third party’s benefit without the prior written approval of an authorized representative of EMSL in each instance. You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to EMSL that may be difficult to ascertain. Accordingly, you agree that EMSL will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

Section V

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Generated Content for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we cannot undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Section VI

Content Standards

These content standards apply to any and all User Generated Content and use of Interactive Services. User Generated Content must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Generated Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Section VII

Copyright Policy

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices and Counter-Notices is:

Copyright Compliance Department
English Meadows Senior Living
PO Box 209, Christiansburg, VA 24068
Email: privacypolicy@twenty20mgt.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Section VII

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim

all liability and responsibility arising from any reliance placed on such materials by you or any other visitors to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Section IX

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Section X

Linking to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any links at any time without notice, at our sole and absolute discretion.

Section XI

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Section XII

Limitation of Liabilities

1. **Geographic Limitation.** The owner of the Website is based in the Commonwealth of Virginia in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

2. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our website for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

3. **As-Is.** **YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR**

PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4. Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5. Indemnification. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, attorneys, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms of Use, (ii) your use of the Website, (iii) your User Generated Content, (iv) any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or (v) your use of any information obtained from the Website.

6. No Medical Advice. The Website is designed for educational and informational purposes only. The Website does not provide medical advice, diagnoses, or recommendations about medical treatment, and does not recommend or endorse any products or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for the results of any decisions made based on your use of the Website.

THE CONTENT ON THE WEBSITE IS NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. NEITHER THE CONTENT NOR ANY OTHER SERVICE OFFERED BY OR THROUGH THE WEBSITE IS INTENDED TO BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. IN AN EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.

Section XII

Interpretation and Dispute Resolution

1. **Governing Law.** All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

2. **Jurisdiction and Venue.** Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

3. **Arbitration.** At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

4. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Section XIV

Assignment, Waiver, and Severability

This Agreement may not be assigned by you in whole or in part. Any assignment made to the contrary shall be null and void. The Company may assign this agreement at any time.

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Section XV

Entire Agreement

The Terms of Use, our Privacy Policy, and any additional licenses accompanying the services EMLS provides (if applicable), including any appendices, exhibits, or schedules thereto, as amended from time to time, constitute the sole and entire agreement between you and EMSL and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. To the extent these Terms of Use and the Privacy Policy conflict, the Privacy Policy controls. To the extent there is a conflict between the Terms of Use and any additional licensing agreement, such licensing agreements shall control.

Section XVI

Your Comments and Concerns

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All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy (above) in the manner and by the means set out therein.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: privacypolicy@twenty20mgt.com. You may also contact us to update your personal information by notifying us when you change your name or email address.

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