



## **TERMS AND CONDITIONS OF WEBSITE USE**

Effective Date of this Terms and Conditions of Website Use: May 26, 2023.

In order to assist you with using this website, and to ensure that you have a clear understanding regarding what your use of this website means, PACE Partners of Northeast Florida, Inc. (“PACE Partners”) has developed these Terms and Conditions of Website Use (these “Terms”) and a Website Privacy Policy, which provides information on how PACE Partners collects, uses, and treats information that may be provided through use of the website. These Terms apply to all visitors to this website.

**PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS OR USE THIS WEBSITE. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE AND CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT AGREE WITH OR WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE EXIT THIS WEBSITE IMMEDIATELY.**

1. Your Agreement. These Terms govern your use of this website. Please read these Terms carefully, as they impose legal obligations on you and are the terms of a legal agreement between you and PACE Partners. By accessing, browsing or using this website, you are acknowledging that you have read, understand and agree to these Terms and that you agree to be legally bound by them. By accessing, browsing or using this website, you agree to be bound by any changes to these Terms and should therefore periodically review the current terms and conditions to which you are bound. You also represent that you are of sufficient legal age to use the website and to create binding legal obligations for any liability you may incur as a result of the use of this website. You understand that you are financially responsible for all uses of this website by you and those using your user ID and password.

2. Grant of Rights to You. Based on your agreement to comply with these Terms, we grant you the right to access and use all publicly available and, if expressly authorized, password protected areas of our website:

(i) solely for your personal, non-commercial use; and

(ii) in order to: (a) to browse the content; (b) learn more about the services that we offer; (c) make inquiries to PACE Partners; (d) obtain information; (e) sign up for events; (f) verify client information; and (g) update or add to client information (collectively, the “Permitted Purposes”).

3. Use Limitation. Apart from the Permitted Purposes, you may not copy, reproduce, republish, upload, post, transmit or distribute materials on this website without the written permission of PACE Partners, except that you may download, display and print one copy of the materials presented on the website on a single computer for your personal, non-commercial

use only. 'Deep-linking,' 'embedding' or using analogous technology is strictly prohibited unless specifically authorized in writing. Unauthorized use of this website and/or the materials contained on this website may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, and any other proprietary notices, contained in the materials. The use of such materials on any other website or in any environment of networked computers is prohibited.

4. Content of this Website. By using this website, you understand and agree that the information provided on this website is for informational purposes only. No content or services on this website is intended to constitute professional or medical advice of any kind. All health and health-related informational content on this website is for general informational purposes only and is not intended nor implied to be, and you may not use it as, a substitute for professional medical advice. Always seek the advice of your physician or other qualified healthcare provider prior to starting any new treatment or with any questions you may have regarding a medical condition. Nothing contained on this website is intended to be or will be used by you for medical diagnosis or treatment. You understand that you should never disregard professional medical advice or delay in seeking treatment based on the information contained in this website. You should discuss this information with your healthcare provider to determine whether the services offered by PACE Partners may be appropriate to your situation. **PACE Partners assumes no responsibility or liability for how you use information obtained from this website.**

5. Other Website Links. All external website links provided by this website are provided for your convenience and are to be used at your own risk. If you choose to follow these links, the information, products and advertisements contained in the destination sites are not affiliated with or endorsed by PACE Partners. These Terms govern only materials originating from this website. If you choose to follow any external website link, please familiarize yourself with the terms of use and privacy statements of the destination website before using it or providing any information on it. **PACE Partners assumes no responsibility or liability for your use of external website links.**

6. Code of Conduct for this Website. **As a condition of your use of this website, you agree that you will not:** (i) upload or transmit any communications or content of any type that may infringe or violate any rights of any party; (ii) use this website for any purpose in violation of local, state, national or international laws; (iii) use this website as a means to distribute advertising or other unsolicited material; (iv) use this website in a manner that could disable, overburden, or impair the website; (v) use this website to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, hateful, indecent, pornographic, profane, inflammatory, or embarrassing to any other person or entity; (vi) transmit materials through this website that you know or should know contain viruses, Trojan horses, works, time bombs, or other computer programming processes that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any



system, data, or personal information; or (vii) attempt to disable, “hack”, “scrape”, seek to obtain access not intentionally made available to you, or otherwise interfere with the proper functioning of this website. PACE Partners reserves the right to monitor and remove offending posts to this website.

7. Revocation or Suspension of Use. PACE Partners reserves the right, at any time, to terminate or suspend your access to some or all of this website with or without notice to you if you engage in activities that our organization concludes, in PACE Partners’ sole discretion, is a breach of the Code of Conduct or otherwise violates these Terms for this website.

8. Donations. PACE Partners and the foundation that supports PACE Partners are Florida not-for-profit corporations. The foundation supporting PACE Partners is a 501(c)(3) tax exempt organization that performs charitable fundraising on behalf of PACE Partners. To learn more about how to donate to PACE Partners contact us via phone at 904.428.0400 or 800.955.8771, or via email at [donate@thepaceplace.org](mailto:donate@thepaceplace.org). Prospective donors may contact the Florida Department of Agriculture and Consumer Services’ via a toll-free hotline at 1-800-HELP-FLA (435-7352) to verify registration and financial information of a charitable organization, or may verify registration and financial information online at the Florida Charities [Gift Givers’ Guide](https://csapp.800helpfla.com/cspublicapp/giftgiversquery/giftgiversquery.aspx) website (<https://csapp.800helpfla.com/cspublicapp/giftgiversquery/giftgiversquery.aspx>) by simply entering the name of the organization and selecting the search button.

9. Intellectual Property. PACE Partners respects the intellectual property rights of others and requires that website users do the same. All content on this website such as: data compilations, graphics, images, logos and text, are subject to copyrights, trademarks, and/or service marks owned by PACE Partners and other individuals or entities and are protected under United States intellectual property laws. Any reproduction, retransmission, distribution, republication, or use of all or part of any data compilations, graphics, images, logos or text, programs, and other materials found on this website is strictly and expressly prohibited unless the owner of the intellectual property provides its prior written consent. Nothing contained on this website should be construed as granting, by implication, or otherwise, any license or right to use, duplicate, publish, display, distribute, modify, create derivative works from, or exploit in any way material available on this website, except as expressly allowed in Section 2 (Grant of Rights to You).

10. Submitted Content. Any comment, feedback, suggestions, photos, e-mail and similar information or materials (“Submissions”) that you submit to this website will not be confidential and will become the property of PACE Partners upon transmittal to PACE Partners. By providing any Submissions, you agree to assign to PACE Partners, at no charge, all worldwide rights, title and interest in copyright and other intellectual property rights to the Submissions. The person making the Submission acknowledges and represents that he or she is responsible for the Submissions provided and that he or she, not PACE Partners, has full responsibility for the Submission, including their legality, reliability, appropriateness, originality and copyright.



You confirm and warrant that you have the required authority to grant the above license to PACE Partners.

11. **No Confidential Relationship.** Except as expressly stated and agreed upon in advance by PACE Partners, no confidential relationship shall be established in the event that any user of this website should make any oral, written, or electronic communication to PACE Partners (such as feedback, questions, comments, suggestions, ideas, etc.). If PACE Partners requires or requests that information be provided, and such information contains personal identifying information (e.g. name, address, phone number), PACE Partners shall obtain, use, and maintain it in a manner consistent with its **Website Privacy Policy.** Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and PACE Partners shall be free to reproduce, publish, or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, use or sale of products or services incorporating such information. You are fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person’s proprietary or privacy rights.

12. **Contact for Alleged Copyright Infringement.** PACE Partners has an agent designated under the Digital Millennium Copyright Act (the “**DMCA**”), Title 17 of the United States Code, Section 512. If you believe that any content available on the PACE Partners website, or any other activity taking place on the website, constitutes infringement of a work protected by copyright, please notify:

PACE Partners of Northeast Florida, Inc.  
c/o: Bonnie Overbey, Director of Legal & Regulatory Compliance  
4266 Sunbeam Road  
Jacksonville, Florida 32257  
904-407-5050 (Phone)  
904-407-8123 (Facsimile)  
[Bonnie.Overbey@aliviacare.com](mailto:Bonnie.Overbey@aliviacare.com)

Your notice must comply with the DMCA. Upon receipt of a complaint notice, we will respond and proceed in accordance with the DMCA.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL PACE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THIS WEBSITE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PACE PARTNERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THIS WEBSITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO PACE PARTNERS FOR ACCESS TO OR USE OF THIS WEBSITE.

14. Disclaimer of Warranties. While we use reasonable efforts to include accurate and up-to-date information on our website, we make no warranties or representations as to its accuracy. PACE Partners assumes no liability or responsibility for any errors or omissions in the content on our website. **OUR WEBSITE AND ALL CONTENTS OF OUR WEBSITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE BY YOUR USE OF OUR WEBSITE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE AND ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR WEBSITE, AND THAT PACE PARTNERS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OUR WEBSITE.** Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

15. Indemnification. By use of this website, you agree to defend, indemnify and hold PACE Partners and its officers, directors, employees and agents harmless from and against any claims, actions, demands, liabilities, judgments and settlements, including, without limitation, reasonable legal fees resulting from, or alleged to result from, your use of this website or any content or information contained on this website.

16. Governing Law. Any claim or dispute arising out of or related to this website shall be governed by and in accordance with the laws of the state of Florida. By using this website, which is maintained in Jacksonville, Duval County, Florida, you submit to the jurisdiction of the federal and state courts located in Jacksonville, Duval County, Florida for any claim or dispute arising out of or related to this website.

17. Relationship to Website Privacy Policy. These Terms should be read in conjunction with PACE Partners’ Website Privacy Policy. The provisions of PACE Partners’ Website Privacy Policy are incorporated herein by this reference. To the extent that these Terms may conflict with the terms of the Website Privacy Policy, the terms of the Website Privacy Policy will control.

18. Entire Agreement. These Terms constitute the entire understanding and agreement between you and PACE Partners with respect to the subject matter hereof and supersede any prior understandings or agreements, whether written or oral.

19. Severability. These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

20. Headings. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.



21. Website Administration. If you have any questions about these Terms, this Website Privacy Policy, or the administration of this website, you may contact PACE Partners at: [webmaster@thepaceplace.org](mailto:webmaster@thepaceplace.org).