

# Terms of Use

**Effective Date: February 1, 2025**

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Southcoast Long-Term Care Services, Inc., dba Alden Court Skilled Nursing & Rehabilitation Center, an affiliate of Southcoast Health System, Inc., (hereinafter referred to as “Alden Court”, “we,” or “us”). The following terms and conditions (these “Terms of Use”) govern your access to and use of this website, including any content, functionality and services offered on or through the website (the “Site”). Please read the Terms of Use carefully before you start to use the Site. By using the Site you accept and agree to be bound and abide by these Terms of Use and our Website Privacy Policy, found at <https://www.aldecourt nursing.com/website-privacy-policy> including our Notice of Privacy Practices, found at <https://www.aldecourt nursing.com/notice-of-privacy-policy> and incorporated herein by reference. **If you do not agree to these Terms of Use, the Website Privacy Policy, or the Notice of Privacy Practices you must not access or use the Site.**

## **Use of Site/Updates to Site**

This Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Site and meet all of the foregoing eligibility requirements. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. If you do not meet all of these requirements, you must not access or use the Site. We may, at any time, for any reason, update, revise, or modify the Terms of Use without notice to you. We recommend you periodically review the Terms of Use for changes. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section of these Terms of Use will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Site. Your continued use of the Site after changes are posted constitutes your continued agreement to the then-current Terms of Use.

## **Not Medical Advice**

Alden Court offers the information on this Site for general information and educational purposes only. The content on this Site is not intended for medical diagnosis or treatment. Always seek the advice of your doctor or other qualified health provider. Never disregard medical advice or delay seeking it because of something you have read on this Site. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information.

## **Electronic Communications**

By visiting the Site or by sending e-mails to us, you are knowingly and voluntarily consenting to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. By submitting a telephone number to us you agree that a representative of Alden Court can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message. Your consent is not an obligation to receive our services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you would like to opt-out of receiving electronic communications from us you may do so by contacting us at [info@aldencournursing.com](mailto:info@aldencournursing.com) or by using the unsubscribe functions at the bottom of our communications.

## **Intellectual Property Rights**

The trademarks, service marks, trade names, and trade dress on and copyrights to the content of this Site are the property of Alden Court or its content suppliers and protected by United States and international laws. Nothing in this Site grants to you any license or right to use any trademark, service mark, trade name or logo, copyright, trade dress, or other content displayed on this Site without prior written permission of Alden Court. Your use or misuse of any intellectual property displayed on or used in connection with this Site, or any other content on this Site, is strictly prohibited. This restriction includes copying, reproducing, or modifying any content of this Site for any purpose other than your own personal use.

We welcome any comments you may have regarding the Site, its products and services. Any such comments or content you submit to us, such as remarks, suggestions, ideas, graphics, or other information, becomes and remains the exclusive property of Alden Court, even if these Terms of Use or any other agreement you have entered into with us is later terminated or amended. This means that we do not have to treat any such submission (including, but not limited to, product or advertising ideas) as confidential. We will not pay you or anyone else for any information that

you provide which is used by us. Additionally, you acknowledge that you have full responsibility for any such submissions you make, including its legality, reliability, appropriateness, originality, and copyright.

### **Prohibited Uses**

You agree that you will not use the Site for any purpose that is unlawful or that is otherwise prohibited by these Terms of Use. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site. You agree that you are responsible for your own conduct while using the Site and for any consequences thereof. You agree that Alden Court shall decide, in its sole discretion, if your conduct violates any aspect of these Terms of Use and that Alden Court may take whatever action it deems appropriate to address such violation, including without limitation notification of appropriate authorities and removal of your access to the Site and/or cancellation of any services.

### **Disclaimer**

You agree that the materials provided by Alden Court on this Site (including any products, graphics, software, recommendations or other materials) and any materials or products made available through this Site are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Alden Court disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Alden Court does not warrant or make any representations regarding the use or the results of the use of the materials on this Site in terms of their correctness, accuracy, reliability, or otherwise. The materials in this Site could include technical inaccuracies or typographical errors. These materials could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Alden Court undertakes no obligation to verify or maintain the currency of such information.

Alden Court makes no warranty that (i) the operation of the Site will meet your requirements; (ii) access to the Site will be uninterrupted, timely, secure, free of viruses, worms, Trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the Site will be accurate or reliable; or (iv) defects will be corrected. You (and not Alden Court) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting this Site. You hereby agree to hold harmless and indemnify Alden Court, and its subsidiaries, affiliates, officers, directors, agents, and employees, licensors, suppliers, partners, successors, and assigns, harmless from and against all liability, losses, damages, and expenses (including without limitation defense costs and

associated reasonable attorney's fees and associated costs) associated with any claim, action, or demand brought against Alden Court arising out of (a) any breach of or violation of these Terms of Use; (b) any information you submit, share, or upload on or to the Site; and/or (c) any claim that information or content that you provide violates any applicable law or otherwise infringes the rights of a third party. You shall cooperate fully in the defense of any claim. Alden Court reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

### **Infringement Claims**

**Infringement Notification Procedure.** If you are an intellectual property rights owner or an agent thereof and believe that any content posted to this Site infringes upon your intellectual property rights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing (see 17 U.S.C §512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;

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 the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such information should be sent to [info@aldencournursing.com](mailto:info@aldencournursing.com). You acknowledge that if you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid.

**Counternotice.** If you have had your content removed under the above take-down procedure, and believe that the content is not infringing, you may send a counternotice containing the following information to [info@aldencournursing.com](mailto:info@aldencournursing.com):

Your physical or electronic signature;

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Washington, D.C., and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counternotice is received by Alden Court, Alden Court may send a copy of the counternotice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counternotice, at Alden Court's sole discretion.

#### Information About You and Your Visits to the Site

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

#### **Links from the Site**

If the Site 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 sites 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 Site, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

#### **Limitation on Liability**

IN NO EVENT WILL ALDEN COURT, ITS AFFILIATES OR ITS 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 OF, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE 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 FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless Alden Court, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, 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 your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

### **Governing Law and Jurisdiction**

These Terms of Use are governed under the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions.

### **Your Comments and Concerns**

This Site is operated by Southcoast Long-Term Care Services, Inc., dba Alden Court Nursing Care & Rehabilitation Center, 389 Alden Road, Fairhaven, MA 02719. All feedback, comments and other communications relating to the Site should be directed to [this link](#).