

Terms of Use

1. Overview

These Terms of Use ("Agreement") govern your use of the websites and online services of Masconomet Rehabilitation & Healthcare Center ("Masconomet," "we," "us," or "our"), including any information, graphics, documents, photos, and other materials and content made available through our website (collectively, the "Site" and "Materials").

"You" or "your" means each person who accesses or uses the Site or any Materials, including visitors, residents, family members, residents, and any other users. By accessing or using the Site or Materials, submitting information through the Site, or contacting us through the Site, you agree to be bound by this Agreement.

PLEASE READ THESE TERMS CAREFULLY. BY USING THE SITE OR MATERIALS, SUBMITTING INFORMATION, OR OTHERWISE INTERACTING WITH MASCONOMET THROUGH THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT. IF YOU ARE AGREEING AS AN INDIVIDUAL, "YOU" REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY AND "YOU" REFERS TO THAT ENTITY. IF YOU DO NOT AGREE, DO NOT USE THE SITE OR MATERIALS.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER, THAT AFFECTS YOUR RIGHTS WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

2. Your Obligations

Subject to this Agreement, Masconomet grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Site and Materials for your own lawful, personal, family, or household purposes, and for purposes reasonably related to learning about, evaluating, or communicating with Masconomet. You may not use the Site or Materials for resale or other commercial purposes.

You are responsible for obtaining and maintaining all internet access, computer hardware, and other equipment or software needed to access and use the Site, and for all related charges.

We may change, suspend, or discontinue any aspect or feature of the Site or Materials at any time, including content, hours of availability, or features and functionality.

If you provide information through the Site, including contact forms, applications, or other submissions, you agree to: (a) provide true, accurate, current, and complete information about yourself ("Visitor Data"), and (b) promptly update such information to keep it true, accurate, current, and complete. If you provide any Visitor Data that is untrue, inaccurate, not current, or incomplete, we may, in our sole discretion, refuse or limit your access to the Site or Materials.

From time to time, we may run promotions, informational campaigns, or other outreach programs that may be governed by specific rules or terms ("Rules"). In the event of any conflict between applicable Rules and this Agreement, the Rules will control with respect to that promotion or program.

3. No Medical Advice; Not an Emergency Service

The Site and Materials are provided for general informational purposes only and do not constitute medical advice, diagnosis, or treatment. The Site does not create any physician-patient or provider-patient relationship. If you have questions about medical care, you should consult directly with a qualified healthcare professional.

The Site is not an emergency or crisis response service. If you are experiencing a medical emergency, call 911 or contact your local emergency services immediately.

4. Modification of Terms

We may change or modify this Agreement at any time, or impose new conditions on the use of the Site or Materials. Changes are effective when posted on the Site. Minor corrections such as contact information changes or typographical errors may be made without specific notice.

Your continued use of the Site or Materials after changes are posted constitutes your acceptance of those changes. If you object to any changes, your sole remedy is to stop using the Site and Materials.

5. Limited License and Intellectual Property

The Site and Materials contain copyrighted material, trademarks, and other proprietary information, including text, software, photos, video, graphics, and documents. As between you and Masconomet, Masconomet (and, as applicable, its licensors) owns all right, title, and interest in and to the Site and Materials.

Except as expressly stated in this Agreement, no licenses or rights are granted to you by implication or otherwise under any intellectual property or proprietary rights owned or controlled by Masconomet or its licensors.

You may not, directly or indirectly, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or otherwise exploit any of the Materials, in whole or in part, except as expressly authorized in this Agreement. You may not use the Materials in a commercial manner, including reselling services portrayed in the Materials.

You may download and print portions of the Materials for your lawful, personal, family, or household use, provided that you: (a) retain any copyright, trademark, or other proprietary notices contained in the Materials; (b) do not modify the Materials; and (c) do not use the Materials in any way that competes with or harms Masconomet.

Unless expressly permitted under applicable law, no copying, redistribution, retransmission, publication, or commercial exploitation of Materials is permitted without our prior written permission. Your possession and use of Materials does not give you any ownership or other rights in the Materials.

You agree not to, and will not permit others to:

- License, sublicense, assign, convey, or transfer the rights and licenses granted hereunder.
- Publish, display, disclose, sell, rent, lease, store, loan, distribute, transmit, publicly display or perform, co-brand, frame, host, or otherwise commercially exploit the Site or Materials.
- Copy or reproduce the Site or Materials in any form, except as expressly permitted above.
- Remove or alter any trademark, logo, copyright, or other proprietary notices in the Site or Materials.
- Use the Site or Materials in a manner that infringes any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right.
- Modify, translate, adapt, disassemble, reverse engineer, decompile, or create derivative works of the Site or Materials, except to the extent such restrictions are prohibited by applicable law.
- Use the Site or Materials for any service bureau, time-sharing, resale, or similar purposes.

6. User Submissions

We may allow you to submit, post, or transmit information, comments, reviews, or other content through the Site ("Submissions"). For any Submission, you grant Masconomet a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable license, without compensation to you, to use, reproduce, distribute, adapt, edit, modify, translate, reformat, create derivative works from, transmit, publicly display, and publicly perform such

Submission, and to incorporate the Submission into other works, in any form or media now known or hereafter developed, for our business purposes.

You represent and warrant that you have all rights necessary to grant this license, that your Submissions comply with applicable laws, and that your Submissions do not infringe the rights of any third party. You waive any moral rights in such Submissions to the extent permitted by law.

We are not obligated to publish or use any Submissions, and we may remove or modify Submissions at any time in our discretion.

7. User Conduct

You agree not to use the Site, Materials, Visitor Data, or Submissions to:

- Upload, transmit, or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or otherwise objectionable.
- Harm minors in any way.
- Impersonate any person or entity or misrepresent your affiliation with any person or entity.
- Upload, transmit, access, or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships.
- Upload, transmit, access, or communicate any data that infringes any intellectual property or proprietary rights of any party.
- Upload or transmit any data that contains viruses or other code designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- Violate any applicable local, state, national, or international law.
- "Spam," "stalk," or otherwise harass another person.
- Collect or store personal data about other users in violation of applicable law.
- Perform any unlawful, deceitful, or fraudulent act.
- Use the Site or Materials for commercial purposes or in competition with Masconomet.

We have no obligation to monitor Submissions, but we reserve the right to monitor, review, remove, restrict, or terminate access to any Visitor Data or Submission we deem inappropriate or otherwise objectionable, or to comply with legal or regulatory obligations.

8. No Unlawful or Prohibited Use; Site Integrity

You will not use the Site for any purpose that is unlawful, fraudulent, or prohibited by this Agreement. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site.

You may not attempt to gain unauthorized access to the Site, any Materials, or any systems or networks connected to the Site, including by hacking, password mining, or other unauthorized means. You may not use any robot, spider, scraper, data mining tool, or other automated means to access the Site for any purpose without our express written permission.

9. Jury Trial Waiver; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Jury Trial Waiver. By using the Site or Materials, submitting information through the Site, or otherwise interacting with Masconomet via the Site, you and Masconomet voluntarily and knowingly waive any right to a jury trial in connection with any disputes, claims, or controversies related to the Site, Materials, or this Agreement.

Binding Arbitration. Except as prohibited by law or as otherwise agreed in writing, you and Masconomet agree that any disputes, claims, or controversies (whether in contract, tort, statute, or otherwise) arising out of or relating to your use of the Site or Materials, this Agreement, or any resulting relationship between you and Masconomet shall be resolved by binding arbitration conducted between you individually and Masconomet. Arbitration will be conducted before a single arbitrator under applicable arbitration rules. You understand that you have the right or opportunity to litigate disputes in court, but you and Masconomet choose to resolve disputes exclusively through binding arbitration, except as otherwise provided by law.

Class Action Waiver. You agree to bring any arbitration solely in your individual capacity, and not as a plaintiff, class representative, or class member in any purported class or representative proceeding. The arbitrator may not consolidate your claims with those of any other person or preside over a class or representative proceeding. If this limitation is not enforced, this arbitration provision may be deemed void to the extent of such unenforceability.

Nothing in this section limits any rights you may have under applicable law that cannot be waived by contract (for example, in certain states or for certain types of claims). You may wish to consult your own counsel regarding the arbitration and waiver provisions.

10. Disclaimer of Warranties; Limitation of Liability

YOU AGREE THAT YOUR USE OF THE SITE AND MATERIALS IS AT YOUR SOLE RISK. THE SITE AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MASCONOMET AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY THAT THE SITE WILL BE ERRORFREE OR CONTINUOUSLY AVAILABLE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL MASCONOMET OR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THE SITE, MATERIALS, OR THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MASCONOMET AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE, MATERIALS, OR THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID (IF ANY) TO ACCESS THE SITE, WHICHEVER IS GREATER.

Some jurisdictions do not allow certain warranty disclaimers or limitations of liability. To the extent such laws apply, the disclaimers and limitations will be enforced to the fullest extent permitted.

11. Accuracy and Integrity of Information

We attempt to ensure that information on the Site is accurate and current, but we make no representations, warranties, or guarantees as to its correctness, completeness, or accuracy. The Site may include typographical errors, inaccuracies, or other errors, and unauthorized additions, deletions, or alterations may be made by third parties.

Information on the Site may be changed or updated without notice. We are not responsible for information provided by third parties or for the content of any thirdparty materials posted to or linked from the Site.

12. Indemnification

You agree to defend, indemnify, and hold harmless Masconomet, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your breach of this Agreement; (ii) your use of the Site or Materials; (iii) any Submission or Visitor Data you provide; or (iv) your violation of any law or the rights of any third party.

Where applicable law limits indemnification obligations, this provision will be enforced to the fullest extent permitted.

13. Third-Party Sites and Services

The Site may contain links to other websites or services that are not operated by Masconomet ("Linked Sites"). Masconomet does not control and is not responsible for the content, policies, or practices of Linked Sites. Links to Linked Sites do not constitute an endorsement of such sites or their content.

Your interactions with third parties and Linked Sites are solely between you and those third parties. You access Linked Sites at your own risk.

14. Communications with Masconomet

By providing your contact information through the Site, you consent to receiving communications from Masconomet, including emails and other electronic communications, related to your inquiries, requests, and use of the Site. You may opt out of certain non-essential communications as permitted by law and described in our privacy policy, but we may still send administrative or service-related messages.

If you send us ideas, comments, suggestions, questions, or other materials, they are treated as Submissions under this Agreement.

15. Termination

We may, in our sole discretion, suspend or terminate your access to the Site or Materials at any time, with or without notice, including for any conduct that we consider unacceptable or for any breach of this Agreement.

Provisions that by their nature should survive termination (including those regarding intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, and miscellaneous terms) will continue to apply after termination.

16. Notices of Claimed Infringement

If you believe that content on the Site infringes your copyright, you may send a written notice to Masconomet containing the information required by applicable law (including identification of the copyrighted work, the allegedly infringing material, contact information, a statement of good-faith belief, and a statement under penalty of perjury regarding accuracy and authority).

We will process notices and respond as required by applicable law.

17. Miscellaneous

This Agreement, together with any other written terms expressly incorporated by reference (such as our privacy policy and any posted rules for specific programs), constitutes the entire agreement between you and Masconomet concerning the subject matter hereof.

This Agreement will be governed by the laws of the state in which Masconomet is located (without regard to its conflict-of-laws rules), unless otherwise required by law. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect and will be enforced to the fullest extent

permitted.

No waiver of any provision of this Agreement will be deemed a further or continuing waiver of such provision or any other provision.

18. United States Use

Masconomet is located in the United States and the Site is intended for use by persons located in the United States. We make no representation that the Site or Materials are appropriate or available for use outside the United States. 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.

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