

## **Roseadvocacy.org Terms of Use**

**The operator of this website is R.O.S.E. Resources/Outreach to Safeguard the Elderly (“R.O.S.E.” “us,” “our,” or “we”). We have drafted the following terms and conditions to govern your use of roseadvocacy.org (the “Site”). By using the Site, you agree to be bound by these Terms of Use (“TOU”). This is a legally binding contract between you, as the user, and us, as the operator. If you do not agree to these Terms of Use, please do not use the Site.**

### **1. Who We Are and What We Do.**

R.O.S.E. is an Arizona nonprofit organization with the mission to Prevent the financial exploitation and defrauding of the elderly through advocacy and education.

### **2. Who We Are Not And What We Won’t Do.**

We are not providing professional advice through the Site. If you have a legal, financial, or medical question, please contact your own professional advisor. We provide resources to elderly individuals including links to report scams, articles, videos, and other educational tools.

### **3. Access to the Site.**

This TOU grants you a limited, revocable, nonexclusive license to access the Site. This license does not extend to any collection, aggregation, copying, duplication, display or derivative use of the Site nor any use of data mining or similar data gathering and extraction tools for any purpose unless expressly permitted by us in writing. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which we may undertake from time to time; or (iii) causes beyond our control or which are not reasonably foreseeable by us.

### **4. Registration With the Site**

No registration is needed to use the Site. You are required to enter your name, email, address, and payment information to make a donation through the Site.

## **5. Limited Warranty/Disclaimer of Liability.**

The Company is not responsible for any information on the Site that is outdated, incorrect, incomplete, or otherwise omitted. The data on the Site is carefully compiled based on good sources and references. However, R.O.S.E. cannot guarantee that the information is accurate, complete, relevant to your individual needs or up to date. You should always do your own research and due diligence.

This Site and its contents are provided “as is” without warranties of any kind, whether express or implied, including without limitation any warranty as to the accuracy, availability, completeness, reliability, title, currency or content of any information or material provided by or through this the Site, and the implied warranties of merchantability or fitness for a particular purpose. Your use of the Site is at your sole risk. You assume full responsibility for all costs associated with your use of the Site, and we shall not be liable for any damages of any kind related to your use of the Site.

IN NO EVENT SHALL OPERATOR, OR ANY DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OR OPERATOR OF THE SITE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR THE SITE, (V) ANY VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **6. Modification of Terms of Use/ Modification of the Site.**

We reserve the right to change these Terms of Use at any time. We will announce any changes by posting a revised draft of this TOU on the Site. You can determine when this TOU was last revised by referring to the “Last Updated” information contained herein. If a change is, in our sole discretion, material, we will notify you of the change if we have your contact information. Your use of certain services on the Site will be governed by a separate agreement.

We also reserve the right, at any time, to: change or discontinue any content or feature of the Site or any services or products made available through the Site without notice; and/or offer opportunities to some or all users of the Site. You agree that we will not be liable for any modification, suspension or discontinuance of the Site or of any service, content, feature or product offered through us and/or by the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

From time to time, in our sole and absolute discretion, without any notice or liability to you, we may change, move or delete portions or features of the Site, or we may add new areas or features to the Site.

## **7. Copyrights, Trademarks and other Intellectual Property and Privacy Rights.**

All data provided to you on the Site are provided for your personal use. This includes, without limitation, reselling or distributing any of our content, images, logos, documents and/or materials. All materials, including images, illustrations, designs, icons, photographs, text, software, graphics, videos, music and sound that are part of the Site are protected by state and federal copyright laws, international treaties and other intellectual property laws. All copyrighted or trademarked materials and other intellectual property used on the Site are owned by us or others who have given us permission to use their protected intellectual property. The Site is protected by copyright law and is owned by us, as is all content that we create for the Site, including every document template and every document that is produced by the Site, even if the document contains information provided by you.

The materials on the Site, and the Site as a whole, are intended solely for your personal, noncommercial use. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works of, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the intellectual property on the Site, the Site as a whole, or any related software without our prior written permission or permission from the owner of that intellectual property. Further, you may not frame any of the Site content, deep-link to the Site, trespass or scrape the Site with automated agents without our prior written consent.

## **8. Termination of Access.**

In the event that you infringe on our intellectual property rights, we have the right to suspend or otherwise terminate your access to the Site. We also have the right to suspend or otherwise terminate your access to the Site for any violation of the TOU.

## **9. General Conduct On the Site.**

You may not:

- (a) engage in any “hacking,” “hijacking,” “cracking,” “spoofing,” or defacing any portion of the Site;

- (b) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any part of the Site;
- (c) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks; or
- (d) utilize the Site in any manner that we, in our sole discretion, deem inappropriate under the circumstances.

## **10. Indemnification.**

You agree to indemnify, defend and hold us harmless, and defend any action brought against us with respect to any claim, demand, cause of action, debt or liability, including but not limited to reasonable costs and attorneys' fees, arising out of your use of the Site, or the violation of any of the provisions of this TOU. This includes, but is not limited to lost revenues, legal fees, expenses related to litigation (travel or otherwise).

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **11. Governing Law and Jurisdiction.**

This TOU is entered into in the State of Arizona and is governed by the laws of the State of Arizona and by the federal laws of the United States, without reference to conflict of laws principles. You agree to the exclusive jurisdiction of the state and federal courts in Arizona to adjudicate any dispute arising out of or relating to this TOU or your use of the Site. You also expressly consent to the personal jurisdiction of the state and federal courts in Arizona for any such action.

## **12. Accessibility**

We are committed to providing an accessible website for persons with disabilities, including those who require assistive technologies, so that they have full and equal access to the Site.

We will review, assess and work with advocacy groups and vendors to ensure inclusion, integration and equal treatment of, as well as effective communication with, persons with disabilities using assistive technologies who are accessing our services.

We are always looking for ways to improve the Site's accessibility, and if there are any barriers we are not aware of that are preventing a person with disability from using the Site, we would like to know.

It is not feasible for a company of our size to record and playback the descriptions of all data on the Site. However, if you are an American with a disability, we are here to help you. Please email us at [info@roseadvocacy.org](mailto:info@roseadvocacy.org) and we will schedule a session to help you navigate through our Site, consult with you about the services themselves, and provide you information on our Privacy Statement and Terms of Use.

### **13. General Provisions.**

If any provision of this TOU is held to be invalid or unenforceable, such provision shall be stricken from this TOU and the remaining provisions shall be enforced. Our failure to act with respect to any breach of this TOU by you is not a waiver of our right to act with respect to subsequent or similar breaches. You may not assign or transfer this TOU or your rights hereunder, and any attempt to do so is void. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond its control. You must comply with all applicable laws and regulations relating to your access to and use of the Site.

### **14. Termination / Cancellation.**

We may terminate your authorization to use the Site at any time, in our sole discretion. Upon any our discretion to effectuate such termination of your usage of the Site, your right to use the Site will immediately cease. You agree that any termination by us of your access to or use of the Site may be affected without prior notice.

### **15. Links to Other Websites and Applications.**

For your convenience, we may provide links through the Site to other websites or applications that we do not operate, including links to other websites or applications that sell products or services. We do not control such other websites or applications and are not responsible for their content, products, or operation. These links do not mean that we endorse, approve, or sponsor the linked websites or applications or any information, products or services contained on those other websites or applications. We are not liable for any damage that might result from your use of the information, products or services obtained from those third-party linked other websites or applications. Your use of such other websites or applications is entirely at your own risk.

### **16. No Agency/ No Third Party Beneficiary**

There is no agency, partnership, joint venture, attorney-client, employee-employer or franchiser-franchisee relationship intended or created by this TOU. Nothing in this TOU is intended to benefit any third party.

**17. Updates to Terms of Use.**

These Terms of Use were last updated on October 1, 2022.