

Published on Peterson Center on Healthcare (https://petersonhealthcare.org)

Terms and Conditions of Website Use

Effective Date: November 1, 2014

Welcome to the Internet site (the "Site") of the Peterson Center on Healthcare (the "Center"). Please read our Terms and Conditions of Website Use ("Terms and Conditions") carefully before using our website. These Terms and Conditions set forth the legally binding terms and conditions that govern your access to and use of this Site. BY USING THE SITE, YOU ACCEPT THESE TERMS AND CONDITIONS AND OUR <u>PRIVACY POLICY</u>. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS FOR ANY REASON, PLEASE DO NOT USE THIS WEBSITE.

These Terms and Conditions may be updated by us at any time. Your continued use of the Site after any such modifications shall constitute your acceptance of these Terms and Conditions as modified.

Permitted Uses of Our Site and Content

The Center is proud to provide Internet users with a rich collection of content, including video and audio clips, digital downloads, text and images (the "Content"). All Content on our website is the intellectual property of The Center or certain third parties, and is protected by copyright and other intellectual property law. Use of this Site shall not imply the transfer of any intellectual property or other rights in its content to you or to third parties. We have listed below the permitted uses of our Content by Site visitors. We reserve the right to change our permitted uses at any time and will provide users with updated information on our Site if such permitted uses change.

- You may copy and print individual pages of our website. However, you may not extract, copy or download a large
 portion of the Content, such as by a bot, webcrawler, scraper, spider or other device that "harvests" portions of
 the site.
- 2. Any copies of our website pages must not remove our copyright notice or other legends. You may not alter or modify the Content in your copies.
- 3. You may use our Content solely for your personal, non-commercial purposes. Unless you receive our permission in advance, you may not exploit any of our Content commercially, forward it as a mass distribution, or post it on another website, including a blog, social networking site or peer-to-peer distribution site.
- 4. You may link other websites to this website, but you may not imply or suggest that the Center has endorsed or is affiliated with such websites. You may not display our Site as "framed" within another website.

Submitting Your Content

The Center welcomes your comments on Content in our Site and any other content you choose to submit to us. To avoid any misunderstandings, please be advised that any comments, videos, content, suggestions, ideas or other information that you submit, transmit, upload, send or post to or through the Site ("User Communication") will not be treated as confidential and that we will own and have the right to use them as we choose, without payment to you. If you send a User Communication, you agree that it may be modified, posted, edited, published, copied, distributed or used by the Center or its designees in its sole discretion for any purpose. imready petersonhealthcare.org

Prohibited Uses of Our Site and Content

The Center has the right (but not the obligation) to monitor this website for any violations of the policies below and to take all appropriate actions in response (including removing material submitted to our website), without notice to you. We reserve the right to change or supplement these policies at any time.

- 1. You may not post or send through our site any materials or communications that are defamatory, obscene, profane, indecent, pornographic, harassing, threatening, abusive, or otherwise objectionable in our sole discretion.
- 2. You may not post or send through our site any materials or communications that may be deemed to be lobbying or electioneering communications within the meaning of applicable federal law.
- 3. You may not (and may not encourage others to) violate any law, regulation, rule or the intellectual property, privacy or publicity, or contractual rights of others, or attempt to violate the security of our Site or use or gain

- access to the identities, information or computers of others through our Site.
- 4. You may not use our Site for commercial, marketing or advertising purposes or to solicit information, transactions or money from other Site users.
- 5. You may not use our Side to engage in spamming, flooding, flaming, trolling, spoofing, griefing, phishing or other unauthorized or unwelcome online conduct.
- 6. You may not transmit any virus, worm, time bomb or similar system interference or corruptant through our Site.

Indemnification

You agree to indemnify, defend and hold harmless the Center and its affiliates and their employees, agents and representatives from any and all liabilities, damages, losses, claims, expenses and fees (including, without limitation, attorneys' fees and costs) resulting from your use of this Site or your breach of these Terms and Conditions.

Links to Other Websites

For your convenience, our Site may occasionally link to other companies' websites. We do not endorse, and do not have any responsibility for, any other websites, including their products and services, content, communications and website use policies. The Center expressly disclaims any responsibility for your access to or use of such other websites. You access all other websites from our Site entirely at your own risk.

Limitations of Liability

IN NO EVENT SHALL THE CENTER, ITS AFFILIATES OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE (OR INABILITY TO USE) OR DISTRIBUTION OF THE SITE, INCLUDING ITS OPERATION, FUNCTIONALITY, SECURITY, TRANSMISSION OF VIRUSES OR OTHER SUBJECT MATTER, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OR ANY INFORMATION OR MATERIALS OBTAINED THROUGH THE SITE. THIS IS TRUE EVEN IF PCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Copyright Policy

We reserve the right, at our sole discretion, to block and/or terminate access to this website of anyone who infringes other persons' rights. If you believe that another user has infringed your copyright or other intellectual property rights on our Site, <u>click here</u> for our reporting procedure and information regarding the Center's designated agent for notifications of claimed infringement under Section 512(c)(2) of the U.S. Copyright Act, as enacted through the Digital Millennium Copyright Act of 1998.

Trademarks

"Peterson Center on Healthcare," petersonhealthcare.org, and certain other marks displayed on this website are trademarks owned by the Center. Certain other trademarks displayed on this website are the property of their respective owners, who may or may not be affiliated with our organization.

Disclaimer

WE HOPE YOU ENJOY USING OUR SITE, BUT PLEASE UNDERSTAND THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU AGREE THAT THE CENTER PROVIDES THE CONTENT OF THIS SITE ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE OR OF ANY CONTENT MADE AVAILABLE THROUGH THIS SITE.

Changes to Terms and Conditions

We may revise or supplement these Terms and Conditions from time to time. If we make any substantial changes to these Terms and Conditions, we will notify you by posting a prominent announcement on our Site.

International Use

We make no claim that our Site is appropriate or lawful for use or access outside the United States. If you access our Site from outside the United States, you do so at your own risk. You are solely responsible for complying with all local laws, rules and regulations regarding online conduct and website access. By sending us User Communications or any

of your data, you consent to its transfer to and storage within the United States.

Governing Law/Forum

These Terms and Conditions are governed by New York law. If we have a dispute regarding this policy or your use of our Site, you agree that it shall be resolved solely in the state or federal courts located in the borough of Manhattan, New York City.

Contact Us

Please contact us at comments@petersonhealthcare.org if you have any questions about the Site or these Terms and Conditions.

© 2014 Peterson Center on Healthcare. All Rights Reserved.





Learn how we're helping to secure a brighter future.
Visit The Peter G. Peterson Foundation
© 2024 Peterson Center On Healthcare. All rights reserved.
Source URL: https://petersonhealthcare.org/terms-of-use