

**VANTAGE Aging is located at:  
388 S Main St, Suite 325, Akron, OH 44311, United States**

Welcome to VANTAGE Aging. The following terms and conditions outline the rules and regulations for the use of VANTAGE Aging's website at [vantageaging.org](http://vantageaging.org) (the “*Website*”). By accessing the Website, Client agrees to these Website Terms & Conditions (these “*Terms and Conditions*”).

The following terminology applies to these Terms and Conditions, Website Privacy Policy and any and all other agreements between Client and Company (collectively, the “*Agreements*”).

“*Client*” or “*you*” refers to the person accessing the Website, thereby accepting these Terms and Conditions and the Website Privacy Policy.

“*Company*” refers to VANTAGE Aging, an Ohio not-for-profit corporation.

“*Party*” or “*Parties*” refers to both Client and Company, or either Client or Company.

All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as they identify the person or persons may require. References to a “*person*” or “*persons*” shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

### ***Cookies***

Company employs the use of cookies. By using the Website, Client consents to the use of cookies in accordance with Company’s Privacy Policy. Most of the modern-day interactive websites use cookies to enable hosts to retrieve user details for each visit. Cookies are used in some areas of the Website to enable the functionality of this area and ease of use of the Website for customers. Company’s affiliates and/or advertising partners may also use cookies and Client consents to the use of cookies of such third-parties in accordance with said third-parties’ privacy policies.

### ***License***

Unless otherwise stated, Company and/or Company’s licensors own the intellectual property rights for all material on the Website. All intellectual property rights are reserved. Client may view and/or print pages from the Website for personal use subject to restrictions set forth in these Terms and Conditions. Client must not:

- Republish material from the Website;
- Sell, rent or sub-license material from the Website;
- Reproduce, duplicate or copy material from the Website;
- Redistribute content from the Website (unless content is specifically made for redistribution).

### ***Third Party Websites Hyperlinking to the Website***

The following organizations may link to the Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors when they list Company in the directory may link to the Website in the same manner as they hyperlink to the websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls,

and charity fundraising groups which may not hyperlink to the Website.

Company reserves the right to approve, in Company's sole discretion, other link requests from the following types of organizations:

- Commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
- dot.com community sites;
- associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

(collectively, "***Third Party Websites***").

Third Party Websites may link to the Website's home page, to publications or to other information contained on the Website so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

Company will approve link requests from Third Party Websites if Company, in Company's sole discretion, determines that: (a) the link would not reflect unfavorably on Company or Company's accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with Company; (c) the benefit to Company from the visibility associated with the hyperlink outweighs the absence thereof; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to the Website's home page, to publications or to other information on the Website so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If Client is among the organizations listed above and interested in linking to the Website, Client must notify Company by sending an e-mail to [media@vantageaging.org](mailto:media@vantageaging.org). Please include Client's name, organizational name, contact information (such as a phone number and/or e-mail address) as well as the URL of Client's website, a list of any URLs from which Client intends to link to the Website, and a list of the URLs on Client's website to which Client would like to link. Please allow 2-3 weeks for a response.

Approved organizations may hyperlink to the Website as follows:

- By use of Company's corporate name; or
- By use of the uniform resource locator (web address) being linked to; or
- By use of any other description of the Website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Company's logo or other artwork will be allowed for linking absent a trademark license agreement.

### ***Iframes***

Without Company's prior approval and express written permission, Client may not create frames around the Website or use other techniques that alter in any way the visual presentation or appearance of the Website.

***Reservation of Rights***

Company reserves the right at any time and in its sole discretion to request that Client removes all links or any particular link to the Website. Client agrees to immediately remove all links to the Website upon such request. Company also reserves the right to amend these Terms and Conditions and Company's linking policy at any time. By continuing to link to the Website, Client agrees to be bound to and abide by these Terms and Conditions.

***Removal of links from the Website***

If Client finds any link on the Website or any linked website objectionable for any reason, Client may contact Company immediately. Company will consider requests to remove links but will have no obligation to do so or to respond directly to Client.

Company does not warrant the completeness or accuracy of the Website; nor does Company commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

***Content Liability***

Company shall have no responsibility or liability for any content appearing on Third Party Websites. Client agrees to indemnify and defend Company against all claims arising out of or based Client's use of the Website. No link(s) may appear on any page on Client's website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

***Disclaimer***

To the maximum extent permitted by applicable law, Company excludes all representations, warranties and conditions relating to the Website and the use of the Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude Company's or Client's liability for death or personal injury resulting from negligence;
- limit or exclude Company's or Client's liability for fraud or fraudulent misrepresentation;
- limit Company's or Client's liabilities in any way that is not permitted under applicable law; or
- exclude Company's or Client's liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. To the extent that the Website and the information and services on the Website are provided free of charge, Company will not be liable for any loss or damage of any nature related thereto.