

TERMS OF USE

Please print for your records

Tampa Bay Healthcare Collaborative (TBHC) a Florida non-profit corporation operates this web site(s) located at www.tampabayhealth.org, (also referred to as “the Web Site(s)”) to provide healthcare news and information as well as a The Web Site(s), content, features and functionality provided by TBHC are referred to together and separately as “the Service(s)”.

Acceptance of this Agreement

This statement of Terms of Use (referred to as the “TOU” or the “Agreement”) describes the terms on which you may access and use the Service(s), and it constitutes a binding agreement – and the only agreement – between TBHC and you governing your use of the Service(s). You must read this TOU carefully. By visiting the web site(s), you agree to be bound by all of the terms and conditions of this agreement. Please note that we may modify the TOU from time to time, with or without notice. Any modifications will be posted on this page and will become effective upon posting. We suggest you return to this page on a regular basis to view the TOU. Your continued use of the Service(s) and the Web Site(s) after any modification will mean you agree to the TOU as modified. If you do not agree to a modification, you should stop visiting the Web Site(s) immediately. It is important to understand that the TOU relate only to your use of the Service(s) described here, and if you receive other services from TBHC, including but not limited to our marketing services, those additional services will be subject to their own or additional terms and conditions and agreements (referred to as the “Other TBHC Agreements”). In the event of any inconsistency, ambiguity, or disagreement between the TOU and the terms of Other TBHC agreements, then the terms of the Other TBHC Agreements will govern.

Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Service(s) are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Service(s). You may not accept this Agreement nor use the Service(s) if you are not of a legal age to form a binding Agreement with TBHC. If you accept this Agreement, you represent that you have the capacity to be bound by it in the singular as an “Individual” or “Company” and or in the plural as “Companies”, that you have the authority to bind such entities. If you do not agree to the TOU and thus, this Agreement, please do not access the Web Site(s) or use the Service(s).

Privacy Policy

Your use of the Web Site(s) is subject to our Privacy Policy. That policy located on this Web Site(s) and owned by TBHC explains how TBHC treats your personal information and protects your privacy when you access the Web Site(s) and use the Service(s). Your acceptance of the TOU is also your consent to the information practices in our Privacy Policy.

Disclaimer of Warranties and Consequential Damages

TBHC makes no warranty of any kind regarding the Service(s), Web Site(s), Advertiser Content or any properties listed with our company. These Service(s) are provided on an “As Is” basis. In no event shall TBHC, or any third party mentioned at the site be liable for any damages whatsoever (including, without limitation, incidental, special and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Service(s), Web Site(s),

material or service whether based on statute, contract, tort, or any other legal cause, and whether or not TBHC is advised of the possibility of such damages.

User-Provided Content

You acknowledge that the Service(s), Web Site(s) include postings, messages, text, files, images, graphics, photos, audio clips, sounds, video or other materials (referred to as the "Content") that have been submitted by third parties, including, without limitation, other users of the Service(s). You agree with respect to the Content provided by third parties that we are not responsible for reviewing or editing any third party Content. Any opinions, advice, statements, services, offers or other information contained in third party Content are those of their respective authors or producers, and not of TBHC or any of its affiliates, and we do not endorse or guarantee the accuracy of such Content. Copyrights to the Content submitted by the Service(s) user(s) are held by the individual creators of such Content.

You may submit Content provided you do so in accordance with the Submission Rules below. You accept entire responsibility for all Content that you submit to, transmit through, link through, or otherwise make available through the Service(s). For all Content that you submit to the Service(s), you agree to indemnify us as provided below.

Submission Rules

You agree not to submit any content to this Service(s) and Web Site(s) that constitutes unauthorized or unsolicited advertising, junk or bulk email. You further agree not to post or otherwise transmit information to or through this site that:

- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, sexually explicit or graphic, or otherwise in violation of this Service(s) and Web Site(s) rules or policies;
- Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, telecommunications equipment or to damage or obtain unauthorized solicitation, or any form of lottery or gambling;
- Infringes any patent, trade mark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- Contains that describes, references, or otherwise communicates, hate, or discrimination concerning gender, sexual orientation, race, religion, or nationality;
- Impersonates any person or entity, including any employee or representative of this site, its licensors or advertisers.

Take-Down Policy

TBHC cannot and does not monitor all of the material submitted to the Service(s) and Web Site(s), by Advertisers or third parties. Additionally, we do not control, and are not responsible for Content submitted by users of the Service(s) and Web Site(s).

By using the Service(s) and Web Site(s), you may be exposed to Content that you may find offensive, inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of the Service(s), Web Site(s) and any Content on the Service(s) and Web Site(s), including, but not limited to, whether you should rely on such Content.

Notwithstanding the foregoing, you acknowledge that TBHC shall have the right (but not the obligation) to review any Content that you have submitted to the Service(s) and or posted on Web Site(s), and to reject, delete, disable, or remove any Content that we determine, in our sole discretion, (a) does not comply with the terms and conditions of this Agreement; (b) might violate any law, infringe upon the rights of third parties, or subject us to liability for any reason; or (c) might adversely affect our public image, reputation or goodwill. Moreover, we reserve the right to reject, delete, disable, or remove any Content at any time, for the reasons set forth above, for any other reason, or for no reason.

If you believe that any Content on any of the Service(s) or Web Site(s) infringes upon any copyrights that you own, please contact us pursuant to the procedures outlined in the Digital Millennium Copyright Act (Title 17 U.S.C. § 512) at the following address:

Copyright Agent
Executive Director
Tampa Bay Healthcare Collaborative
Director@tampabayhealth.org

Advertisements and Promotions

TBHC posts advertisements and promotions from Advertisers and third parties on the Web Site(s) (referred to as "Advertiser Content"). TBHC advertises its Service(s) through a variety of advertising media, and markets healthcare related services as part of its Service(s). Specific Advertiser Content is presented through our Web Site(s) only, and not on advertisements of TBHC Service(s).

TBHC does not endorse, recommend, or guarantee any Advertiser Content or promotions presented on the Web Site(s), and the inclusion of any promotion on the Web Site(s) should not be considered to be an endorsement, recommendation or guarantee. Your correspondence or business dealings with, or participation in promotions of, Advertisers other than TBHC found on or through the Website(s) including payment and delivery of related goods or services, and any Other TBHC Agreements, terms, conditions, warranties or representations associated with such dealings, are solely between you and such Advertiser. TBHC is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-TBHC advertisers on the Web Site(s). TBHC makes every effort to avoid errors in advertisements it has agreed to post to the Web Site(s) however, TBHC accepts no responsibility or liability for any error and requires that Advertisers check their advertisements for errors as soon as they are placed on the Web Site(s). All reasonable efforts will be undertaken by TBHC to edit errors brought to TBHC's attention as soon as reasonably possible.

Content Provided via Links

The Service(s) may provide, or third parties may provide, links to other World Wide Web sites or resources including RSS feeds. Because TBHC has no control over such sites and resources, you acknowledge and agree that TBHC is not responsible for the availability of such external sites or resources, and does not endorse, recommend or guarantee and is not responsible or liable for any

Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that TBHC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

Delivery of Email

TBHC will attempt to deliver all email inquiries that are addressed to Advertisers who list properties through the online listing service, provided that we have your email address on file. The nature of email is such that TBHC cannot guarantee delivery of such email.

No Spam Policy

You understand and agree that sending unsolicited email advertisements to TBHC, its Affiliates or Advertisers email addresses or through TBHC's computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in Florida. Any unauthorized use of TBHC's computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act. (18 U.S.C. Â§ 1030 et seq.). Such violations may subject the sender and his or her agents to civil and criminal penalties.

Modifications to Web Site(s), Service(s) and Materials

TBHC may at any time and from time to time modify or discontinue, temporarily or permanently, the Web Site(s), Service(s), or Materials, or any portion thereof, with or without notice. You agree that TBHC shall not be liable to you or any third party for any modification, suspension or discontinuance of the Web Site(s), Service(s) or Materials.

No Third Party Rights

Notwithstanding anything herein to the contrary, nothing in these terms and conditions shall be deemed as creating any third-party or creditor rights of any nature or as conferring any rights of any nature upon any third-party or creditor.

Waiver

Waiver of any breach of a provision of these terms and conditions shall not constitute a waiver of any subsequent breach. No such waiver is effective unless in writing, nor is it applicable except in the specific instance for which it is given.

Severability

The invalidity or unenforceability of any particular provision of these terms and conditions shall not affect the other provisions hereof, and the terms and conditions shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

Benefit

These terms and conditions shall be binding upon the parties, their legal representatives, successors and assigns. Each party, in furtherance thereof, shall execute all documents necessary to effectuate the purposes of these terms and conditions, but the failure to execute such will not affect the rights of any party.

Choice of Law

These terms and conditions shall be governed by and construed under the laws of the State of Florida,

without regard to any choice of law provisions thereof which would result in the laws of any other jurisdiction being applied for any purpose. The Advertiser agrees that, for purposes of resolving disputes that arise out of or are related to these terms and conditions, the exclusive forum shall be the Circuit Court of Pinellas County, Florida. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. Advertiser agrees to have sufficient opportunity for review: therefore, any ambiguity found herein shall not be construed against either party. Any disputes arising with respect to the Agreement shall be referred to an arbitrator affiliated with JAMS, The Resolution Experts. The arbitrator shall be selected by joint agreement of the parties. The arbitration proceeding shall be carried on and heard in Pinellas County, Florida using the English language and pursuant to the rules of JAMS. The written decision of the arbitrator shall be final and binding on the parties.

Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of the TOU and you do not have any authority of any kind to bind TBHC in any respect whatsoever. TBHC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TBHC's reasonable control, including without limitation, mechanical, electronic or communications failure.