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The Service. LifeNet Health offers information and services on the Website, which may include information about LifeNet Health personnel, products, services, locations, links to LifeNet Health’s partner organizations or other third-party websites, online surveys, registration forms, discussion forums, and opt-in e-mail newsletters and requested correspondence. These services and this Website constitute the “Service.”

Agreement; Modification to Terms. As used in this Agreement, "Agreement" means this Agreement, LifeNet Health's Privacy Policy, and any materials available on the Website specifically incorporated by reference in this Agreement. The Agreement includes such materials (including the terms of this Agreement) that may be updated by LifeNet Health from time to time in its sole discretion without notice. The effective date of this Agreement is the earlier of either (a) the date this Agreement is accepted by the user ("User") or (b) the date that the User begins using the Service.

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to the information submitted by you through this Website and by submitting any information to LifeNet Health through this Website you authorize LifeNet Health to use such information for any purpose.

Acceptable Use. User agrees that, except as otherwise permitted by LifeNet Health, User shall use the Service and the Website only for its own personal purposes. User shall neither sell nor otherwise provide, directly or indirectly, unauthorized access to the Service. User represents and warrants that he/she will: (a) not use the Service or any other LifeNet Health product, equipment, program, or service (collectively and individually, the “LifeNet Health Technology”) in a manner that: (i) is prohibited by any law or regulation or LifeNet Health policy, or to facilitate the violation of any law or regulation or such policy, or (ii) will disrupt third parties’ use or enjoyment of any communications service or outlet, including the Service and LifeNet Health Technology; (b) not violate or tamper with the security of any LifeNet Health Technology; and (c) comply at all times with the terms and conditions of this Agreement as it may be modified from time to time without notice to User. If LifeNet Health has reasonable grounds to believe that User is utilizing the Service or LifeNet Health Technology for any illegal or disruptive purpose LifeNet Health may suspend or terminate User’s access to the Service immediately and may seek other remedies, as determined in LifeNet Health’s sole discretion.

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Indemnification. You agree to indemnify, hold harmless and defend LifeNet Health, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney’s fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) your use of the Service and related rights; and (c) your use of the Service.

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SOME STATES IN THE UNITED STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, OR LIMITATIONS UPON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. Users may also have other rights that vary from state to state.

Where We are Located. LifeNet Health’s administrative office is 1864 Concert Drive, Virginia Beach, VA 23453-1903. Any notices to LifeNet Health shall be directed to that address, attention: Douglas Wilson, Executive Vice President. LifeNet Health’s phone number is 800-847-7831.

Privacy Policy. LifeNet Health’s privacy policy (“Privacy Policy”) may be viewed at the Website (http://www.lifenethealth.org) or at its administrative office. LifeNet Health reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. To the extent there is an inconsistency between this Agreement and the LifeNet Health Privacy Policy, this Agreement shall govern.

General. This Agreement shall be governed by Virginia law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The parties agree that jurisdiction and venue for all suits relating to or arising out of this Agreement or the Service shall be proper only in the state or federal courts located in Virginia Beach, Virginia. User hereby consents and agrees to the exercise of jurisdiction by such courts. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between User and LifeNet Health as a result of this Agreement or use of the Service. The failure of LifeNet Health to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LifeNet Health in writing. This Agreement, together with any exhibits or attachments hereto, comprises the entire Agreement between User and LifeNet Health and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Source URL: https://www.lifenethealth.org/legal-notice

Links: