

# **Terms & Conditions**

The website operated at [www.BrookdaleGroup.com](http://www.BrookdaleGroup.com) (the “Site”) is owned and operated by The Brookdale Group, LLC (“Brookdale”). The Site and the materials within it are © 2018 Brookdale Group, LLC. Listed below are the Terms and Conditions of Service (the “Terms”) governing your use of the Site. Brookdale reserves the right to change these Terms and information posted in this Site at any time, at its sole discretion, without advance notice.

## **1. Acceptance of our Terms**

By visiting the Site, viewing, accessing or otherwise using any of the information contained on the Site, you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by our Terms, your only option is not to visit or view the Site. You understand, agree, and acknowledge that these Terms constitute a legally binding agreement between you and Brookdale and that your use of the Site shall indicate your conclusive acceptance of this agreement.

## **2. Provision of Site Information**

You agree and acknowledge that Brookdale is entitled to modify, improve or discontinue any of its posted information at its sole discretion and without notice to you even if it may result in you being prevented from accessing any information contained on the Site.

## **3. Proprietary Rights**

You acknowledge and agree that the Site may contain proprietary and confidential information, including but not limited to trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. Although you are authorized to view and make a single copy of portions of its content for offline, personal, non-commercial use, the content may not be sold, copied, altered, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are

reserved.

## **4. Email Queries**

Email queries to the Site require you to supply your email address. Brookdale uses this information to provide you with an accurate and prompt response. Be aware that Internet email typically is not secure. Brookdale strongly recommends avoiding the placement of your private information or anyone else's private information within the contents of the e-mail. Brookdale will use your email address — and the contents of any email messages you originate — for correspondence purposes only. Although Brookdale will in most circumstances be able to receive your email or other information provided through the Site, Brookdale does not guarantee that it will receive all such email or other information timely and accurately and will not be legally obligated to read, act on, or respond to any such email or other information.

## **5. Password Protected Areas**

If you are accessing parts of the Site that are password protected, then (a) once you submit your password and enter, the Site will recognize who you are and collect all information that you submit, including all electronic information (including all transaction information), and (b) any information collected about you from the Site may be associated with other identifying information that we have about you.

## **6. Data Security**

Brookdale cannot ensure or warrant the security of any information during transmission to us, and you do so at your own risk. Once Brookdale receives your transmission, we make our best effort to ensure its security on our systems but we do not accept liability for unintentional disclosure.

## **7. Termination of Agreement**

The Terms of this agreement will continue to apply in perpetuity until terminated by Brookdale without notice at any time for any reason. Terms that are to

continue in perpetuity shall be unaffected by the termination of this agreement.

## **8. Disclaimer of Warranties**

You understand and agree that your use of the Site is entirely at your own risk and that our services are provided “As Is” and “As Available”. Brookdale does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the Site, information, content or materials. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected, or that the server from which the Site is accessed is free from viruses, worms, Trojan horses, or other harmful components. Brookdale assumes no responsibility for, and shall not be liable for, any damages or expenses you may incur as a result of any inaccuracy, incompleteness or obsolescence of any information contained in the Site. All services and programs described on or through this Site are subject to availability and are subject to change at any time. If you access the Site from outside the United States, you are responsible for compliance with foreign and local laws. All information set forth on the Site is provided with the understanding that the authors, publishers, and distributors are not rendering legal, accounting, or other professional advice or opinions on your specific facts and Brookdale does not assume any liability whatsoever.

## **9. Limitation of Liability**

You understand and agree that Brookdale and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not Brookdale has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the

exclusion or limitation of liability for consequential or incidental damages is not allowed the liability of Brookdale is limited to the greatest extent permitted by law. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Brookdale as a result of these Terms or your use of the Site.

## **10. External Content**

The Site may include hyperlinks to third-party content or websites. You acknowledge and agree that Brookdale is not responsible for and does not endorse any advertising, products or resource available from such resources or websites. Brookdale will not be responsible for the illegality of, or any error in accuracy in, any business partners' materials. Business partners are responsible for insuring that materials submitted for inclusion on the Site are accurate and comply with applicable laws.

## **11. Jurisdiction**

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of Fulton County, Georgia, to resolve any legal matter arising from this agreement or related to your use of the Site. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the Terms and the remaining Terms will continue to be valid.

## **12. Entire Agreement**

You understand and agree that the above Terms constitute the entire agreement between you and Brookdale with respect to the Site. These Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Brookdale with respect to the Site. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

## **13. Changes to the Terms**

Brookdale reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of the Site after any changes to Terms will signify your agreement to be bound by them.

See Also: