

Website Terms and Conditions

Effective Date:

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Policy Version:

1.0

Address:

Five Mile House 128 Hanbury Road, Stoke Prior, Bromsgrove, Worcestershire, United Kingdom, B60 4JZ

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About our services

Age Care Technologies has a number of communications channels. In order to use these, you will need to register. All information collected via this website will be used in accordance with our privacy statement.

About your account

- We will collect personal information about you when you register with Prospects. For more information about how we use this data see our privacy statement.
- All accounts must be registered with a valid personal email address that you access regularly so that emails can be sent to you.
- You may have action taken against you if you use multiple logins for the purpose of disrupting a service or annoying others.
- You must use registration details which are personal to you and don't belong to anyone else.
- It is your responsibility to keep your password safe and to keep your account details up to date.

About the law

You may not post any defamatory or illegal material of any nature in any of our online communication services. This includes text, graphics, video, programs or audio. Posting a message with the intention of committing an illegal act is strictly prohibited.

You agree to only post materials to which you have the copyright or other permission to distribute electronically. You must not violate, plagiarise, or infringe on the rights of third parties including copyright, trademark, trade secrets, privacy, personal, publicity, or proprietary rights.

Non-compliance with our terms of use

You agree to only post materials to which you have the copyright or other permission to distribute electronically. You must not violate, plagiarise, or infringe on the rights of third parties including copyright, trademark, trade secrets, privacy, personal, publicity, or proprietary rights.

Disclaimer of liability

The information published on Prospects is provided by Prospects and AGCAS and is for general information purposes only. We endeavour to keep the information up-to-date and correct. Any reliance you place on the information on this website is strictly at your own risk. We welcome feedback, if you think any of the content is factually incorrect, please contact Info@AgeCareTechnologies.com We are not responsible for:

- Any content we link to on third party websites;
- Any unavailable pages on third party websites.

Acceptance of terms

By registering an account on the Website, or otherwise accessing or using any part of the Website you accept these terms and conditions and agree to be bound by them. The established agreement shall be referred to in these Terms of Use as the User agreement.

Children's Online Privacy

By accepting these terms and conditions, you agree that you are at least 16 years of age at the moment of registration. If you have not yet reached the required 16 years of age please submit a written form containing the explicit consent of your parents to [us via email](#) so that we may accept your registration and welcome you to our community. Failure to do so exposes your account to termination.

Termination of the User agreement

Termination of the User agreement by either party will result in a ban or the deletion of the account. The User agreement is effective until terminated by either party. If a user no longer agrees to be bound by these Terms of Use he must notify the site administration of the termination. A user may at any time give notice of the termination of the User agreement and request a ban or deletion of the account. These notices and requests are only accepted by the Website administration when they:

- Are received through the Age Care Technologies contact form
- Originate from the user who's account is subject to the notice or request
- Are on request by the Website administration confirmed by a message originating from the e-mail account or telephone number associated with the account

If you'd like your account permanently deleted with no option for recovery, [end us an email](#) with the request to do so.

Changes to these Terms

Age Care Technologies reserves the right to change or add to these Terms of Use. Any changes will also be binding upon pre-existing User agreements subject to the user being given 30 days notice of the changes. Within such period Age Care Technologies will give serious consideration to the objections of the user and may decide to revoke or amend the

changes on the basis of such objections. If Age Care Technologies rejects an objection, the user is entitled to terminate the User agreement at the end of this notice period.

Age Care Technologies account and content security

By creating an account on the Website, you are responsible for maintaining the security of the account and its content, and are fully responsible for all activities that occur under the account and any other actions taken in connection with the content. You must not describe or assign keywords to the content in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Age Care Technologies may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Age Care Technologies liability. You must immediately notify Age Care Technologies of any unauthorized uses of the content, the account or any other breaches of security.

Responsibility of registered users

When you register an account, post on the Website, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- The Content does not contain anything threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or is racially, ethnically or otherwise objectionable;
- The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- The Content is not pornographic or otherwise "Not Suited For a Workplace environment", does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- Your Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;

- Your Content is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your Contents URL or name is not the name of a person other than yourself or company other than your own; and
- You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Age Care Technologies or otherwise.

By submitting Content to Age Care Technologies for inclusion on our Website, you grant Age Care Technologies a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of promoting Age Care Technologies. Without limiting any of those representations or warranties, Age Care Technologies has the right (though not the obligation) to, in Age Care Technologies sole discretion refuse or remove any content that, in Age Care Technologies reasonable opinion, violates any Age Care Technologies policy or is in any way harmful or objectionable. Age Care Technologies will not be liable for any acts or omissions by the user, including any damages of any kind incurred as a result of such acts or omissions.

Responsibility of website visitors

Age Care Technologies has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material its content, use or effects. By operating the Website, Age Care Technologies does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Age Care Technologies disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

Violation of the Terms

Age Care Technologies reserves the right to terminate any account on the service or deny access to and use of the Website to any individual or entity if its use of the Web site has resulted in the violation of any of these terms or conditions, no matter how minor. Other than the termination of the account, violations can result in the issuing of official warnings or (temporary) bans to the account of the user. We do not want to do this, so please think before you contribute! Members of the site administration staff evaluate each particular Terms of Use violation and the outcome thereof on a case-by-case basis. Each case is different and will be treated accordingly at the Staff Member's discretion.

Violation of the Terms

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which AgeCareTechnologies.com links, and that link to AgeCareTechnologies.com. Age Care Technologies does not have any control over those non- Age Care Technologies websites and webpages, and is not

responsible for their contents or their use. By linking to a non- Age Care Technologies website or webpage, Age Care Technologies does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Age Care Technologies disclaims any responsibility for any harm resulting from your use of non- Age Care Technologies websites and webpages.

Content Posted on Other Websites

Age Care Technologies reserves the right to terminate any account on the service or deny access to and use of the Website to any individual or entity if its use of the Web site has resulted in the violation of any of these terms or conditions, no matter how minor. Other than the termination of the account, violations can result in the issuing of official warnings or (temporary) bans to the account of the user. We do not want to do this, so please think before you contribute! Members of the site administration staff evaluate each particular Terms of Use violation and the outcome thereof on a case-by-case basis. Each case is different and will be treated accordingly at the Staff Member's discretion.

Copyright Infringement and DMCA Policy

As Age Care Technologies asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Age Care Technologies violates your copyright, you are encouraged to notify Age Care Technologies in accordance with Age Care Technologies Copyright policy. Age Care Technologies will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Age Care Technologies will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Age Care Technologies or others.

Intellectual Property

This Agreement does not transfer from Age Care Technologies to you any Age Care Technologies or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Age Care Technologies. Age Care Technologies and all other trademarks, service marks, graphics and logos used in connection with Age Care Technologies, or the Website are trademarks or registered trademarks of Age Care Technologies licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Age Care Technologies or third-party trademarks.

Advertisements

Age Care Technologies reserves the right to display advertisements on the Website and your Content.

Disclaimer of Warranties

The Website is provided "as is". Age Care Technologies and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Age Care Technologies or its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You

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Limitation of Liability

In no event will Age Care Technologies , or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; or (iii) for interruption of use or loss or corruption of data. Age Care Technologies shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Age Care Technologies Terms of Condition, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Netherlands or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Age Care Technologies, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

Jurisdiction and disputes

All legal relationships between Age Care Technologies and the user are governed by the laws of the United Kingdom. Should any dispute arise concerning the User agreement that cannot be settled amicably, then it should be brought before the court with competent jurisdiction in the United Kingdom.