



[www.clients.languageofcaring.com](http://www.clients.languageofcaring.com)

## Language of Caring Client Portal Terms and Conditions of Use

*Last updated and effective January 1, 2014*

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### 1. Portal Content.

- a. Except as otherwise provided by a third party, all content on this Portal is ©2014 Language of Caring and/or its licensors. This Portal contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the "Content"), and the entire selection, coordination, arrangement and "look and feel" of this Portal and the Content are copyrighted as a collective work under copyright laws (collectively, "Intellectual Property Rights").
- b. Neither these Terms nor your use of this Portal transfers any right, title or interest in the Portal, Content, or Intellectual Property to you. Language of Caring and its third-party licensors retain all of its and

their respective right, title, and interest to the Portal, Content, and Intellectual Property. Any rights not expressly granted are reserved.

- c. Except as expressly provided in these Terms or in any other written agreement between you and Language of Caring, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from this Portal, in whole or in part, without the express written permission of Language of Caring.
  
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- e. Third parties may furnish certain materials on this Portal. Certain company designations for companies other than Language of Caring may be mentioned in this Portal for identification purposes only. Third-party trademarks, trade names, logos, product or services names

contained on this Portal are the trademarks, registered or unregistered, of their respective owners.

- f. **Reporting Copyright Violations.** To file a notice of infringement, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the United States Copyright Office website, located at <http://www.copyright.gov>.

**2. Access to Password-Protected Areas.** Access to certain portions of this Portal ("Password-Protected Areas") may require login and password information. You must have this information in order to access these areas.

**3. Online Privacy Statement.** The Online Privacy Statement will govern the use of your personally identifying and non-personal information. Your use of this Portal indicates that you have read and agree to the Online Privacy Statement.

**4. Prohibited Behavior.** You are responsible for your behavior in your use of this Portal and for respecting Language of Caring and third parties' (person or entity) rights in connection with the Portal and its content.

- You may not use this Portal for any purpose or in any manner that violates any local, state, or federal law or regulation or the law or regulation of any foreign government.
- You may not violate Language of Caring's or third parties' rights via downloading, emailing, transmitting, or otherwise using this Portal.
- You may not use this Portal to post or send any infringing, threatening, defamatory, libelous, obscene, or pornographic material.
- You may not use or exploit any portion of this Portal to distribute commercial messages, "spam," or other unsolicited communications.
- You may not directly or indirectly, intentionally disrupt or interfere with

this Portal in any manner that may materially adversely affect Language of Caring or any third party.

- You may not take any action that imposes or may impose an unreasonable or disproportionately large load on Language of Caring's network infrastructure, as determined by Language of Caring in its sole discretion.
- You may not bypass any measures Language of Caring may use to prevent or restrict access to this Portal.

**5. Disclaimer of Warranties.** The use of this Portal is solely at your own risk. This Portal is provided on an "as is" and "as available" basis. Language of Caring expressly disclaims all warranties of any kind with respect to this Portal whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Language of Caring expressly disclaims any responsibility for the actions of any other user of this Portal. Language of Caring makes no warranty that this Portal will meet your requirements, or will be uninterrupted, timely, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the Portal will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the Portal is to cease to use this Portal. You may have other rights that may vary from state to state.

**6. Exclusions and Limitation of Liability.** You expressly understand and Agree that Language of Caring shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other losses (even if advised of the possibility of such damages) resulting from any matter related to your use of this Portal.

**7. Links.** This Portal may include links to other websites. You acknowledge

and agree that such links are provided for your convenience and do not reflect any endorsement by Language of Caring with respect to the linked site or its provider. Language of Caring makes no representations or warranties with respect to any linked website: Your use of any linked website is solely at your own risk.

**8. Jurisdiction and Venue.** This Agreement and the relationship between you and Language of Caring will be governed by the laws of the State of Florida, without respect to its conflict of law provisions. You agree that venue with respect to any dispute between you and Language of Caring will rest exclusively in the state or federal courts located in Palm Beach County, Florida.

**9. Changes.** From time to time, Language of Caring may change this Portal and/or the Portal Terms and Conditions of Use. If a change to these Portal Terms and Conditions of Use is made, Language of Caring will post the revised Portal Terms and Conditions of Use on this Portal.

**10. Miscellaneous.** These Portal Terms and Conditions of Use constitute the entire agreement between you and Language of Caring relating to this Portal. There is no agency, partnership or joint venture relationship between any user and Language of Caring arising solely through the use of this Portal. These Portal Terms and Conditions of Use are binding upon your successors, assigns, heirs and executors. If any provision of these Portal Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Portal Terms and Conditions of Use, which shall remain in full force and effect. The failure of Language of Caring to exercise or enforce any right or provision of these Portal Terms and Conditions of Use shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Portal or these Portal Terms and Conditions of Use must be filed within one year after such claim or cause of action arose.

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**11. Your Responsibility.** The Internet is a valuable tool for education, research, patient care, and service. Language of Caring encourages you to be mindful of the intent and purpose of its Portal and be responsible for safeguarding your personally identifiable information.

**12. Termination.** Language of Caring may block, suspend, or terminate your use of the Portal at any time for any reason. Reasons Language of Caring might do so include, but are not limited to, the following: (a) your breach of this agreement; (b) Language of Caring is unable to verify or authenticate any information you provide to us; or (c) Language of Caring believes that your actions could cause financial loss or legal liability to Language of Caring or other users of this Portal; (d) routine network maintenance affecting all users; or (e) your use of this Portal or service in a manner that violates the law or Language of Caring policies.

**13. Contact Information.** If you have questions about these Portal Terms and Conditions of Use, you should contact Language of Caring at [customerservice@languageofcaring.com](mailto:customerservice@languageofcaring.com).

## **Language of Caring Online Privacy Statement**

**1. Acceptance of Terms.** Welcome to this Portal ("Portal") which is published by Language of Caring. Use of this Portal is voluntary. By using this Portal, you consent to the collection and use of your personally identifiable information ("PII") and non-personal information as described in this Online Privacy Statement. This Online Privacy Statement only governs the use and disclosure of information collected through this Portal.

## **2. Non-Personal Information Language of Caring Collects From You.**

Language of Caring automatically collects information about your Internet connection, including but not limited to:

- The Internet Protocol (IP) address and name of the Internet domain you used to access the Internet;
- The IP address of the website from which you linked directly to the Language of Caring Client Portal;
- The date and time you accessed the Language of Caring Client Portal;
- The pages you visited; and
- The web browser and operating system you used to access the Language of Caring Client Portal.

This information (“non-personal information”) does not identify you personally. Language of Caring uses this non-personal information to monitor the effectiveness of this Portal and to consider potential improvements to this Portal.

## **3. Personally Identifiable Information Language of Caring Might Collect From You.**

Language of Caring may request that you voluntarily provide certain personally identifiable information (“PII”) to participate in the password-protected areas, download information, join Language of Caring mailing lists, engage in payment transactions, or for other purposes (as defined in these Terms and Conditions. Language of Caring does not collect any PII about you when you visit this Portal unless you give Language of Caring that information. You may choose not to provide PII via this Portal. Language of Caring is a state agency, and as such, subject to the laws governing the Preservation and Destruction of Public Records (RCW 40.14). As Language of Caring determines is appropriate, Language of Caring will maintain or destroy PII you voluntarily provide.

**4. Use of Your Personally Identifiable Information.** Unless there are restrictions on use of your PII or unless Language of Caring tells you otherwise, Language of Caring (or third parties engaged by Language of Caring) may use your PII to:

- Administer your participation in this Portal;
- Communicate information Language of Caring thinks may be of interest to you;
- Fulfill your requests for services or materials;
- Contact you;
- Conduct research or surveys;
- Respond to subpoenas, court orders or legal process; and
- Establish or exercise Language of Caring's legal rights or defend against legal claims.

**5. Sharing Your Information.** Through display, Language of Caring may disclose your PII to other authorized users of this Portal. Language of Caring may use third party service providers and suppliers to facilitate this Portal and the services Language of Caring provides, and they may have access to PII. Authorized users are Language of Caring employees or third parties who have been granted access and have a need to know the information collected in order to fulfill Language of Caring's mission.

**6. Use of Cookies and Applets.** Language of Caring may transfer "cookies" and "applets" to your computer's hard drive through your web browser to collect non-personal information about your visit to this Portal. Cookies are alphanumeric identifiers that Language of Caring uses to identify your computer. Language of Caring may use information from cookies and applets for purposes such as Portal administration or assessing the technical function of this Portal. Language of Caring may also use cookies and applets to track information about which pages you visit within this Portal to help



Language of Caring gauge the effectiveness of this Portal or Language of Caring content.

The help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, but this may limit your ability to use some features of this Portal.

**7. Linked Sites.** Language of Caring may provide links on this Portal to other sites of interest. Your use of such linked websites is subject to the privacy statements of the providers of those websites.

**8. Security Measures.** Language of Caring works hard to protect the security of the information that you provide to Language of Caring. While Language of Caring strives to protect your information through measures that protect Language of Caring systems, such security cannot be guaranteed. Consequently, Language of Caring does not insure or warrant the security of information you transmit, and you do so at your own risk.

**9. Reviewing Information.** You may contact us via one of the contact methods described in the Portal Terms and Conditions of Use if you wish to discuss any issues regarding your PII.

**10. Changes.** Language of Caring may change this Online Privacy Statement from time to time. If Language of Caring does make a change, Language of Caring will post the revised Online Privacy Statement on this Portal. Language of Caring encourages you to review this Online Privacy Statement periodically.

Questions, comments or complaints about the Language of Caring Online Privacy Statement should be submitted to Language of Caring via the methods described in the Portal Terms and Conditions of Use.