



Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE (THE “TERMS OF USE”) CAREFULLY BEFORE USING THIS WEBSITE (THE “WEBSITE”). THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

1. License Grant

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Website conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the Website for your personal and noncommercial use and for no other purpose. You may not modify, alter, or download any portion of the Website unless otherwise specifically provided herein or you have obtained written authorization in advance from LeadingAge PA (“LAPA”). LAPA reserves the right to bar, restrict or suspend any user’s access to the Website, and/or to terminate this license at any time for any reason. LAPA reserves any rights not explicitly granted in these Terms of Use.

2. License Restrictions

Unless otherwise expressly stated in these Terms of Use or you receive LAPA’s prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Website, or any portion thereof. Further, you may not (i) use the Website for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Website, including LAPA Content as defined in Section 7; (ii) interfere with the proper working of the Website including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, malicious code or program denial of service attack or other limiting routine, instruction or design; or (iii) interfere with any other person’s use and enjoyment of the Website.

You may not download, copy or embed LAPA Content and other downloadable items displayed on the Website except with the express written permission of LAPA. LAPA reserves the right to require any party sharing LAPA content to disable or remove the content should its use violate LAPA policies or rights or causes interruption or deterioration of LAPA Content.

3. Your Acceptance; Revisions to Terms of Use

The Website is available only to individuals over the age of legal majority who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and LAPA regarding your use and access to the Website. If you do not agree, you are not permitted to use the Website.

LAPA reserves the right to change or modify any of the terms and conditions in these Terms of Use at any time in its sole discretion without further notice. Any changes or modifications will be effective immediately, including the revisions and changes on LAPA Website. You acknowledge and agree that it is your responsibility to periodically review the terms and conditions in the Terms of Use. Your continued use of an LAPA Website following the changes or modifications will constitute your acceptance of such changes or modifications. If you do not agree to these terms and conditions of access and use, you may not access or use any LAPA Website.

4. Personal Login Information

Certain features and areas of the Website are available only with registration or login, such as LAPA Member account number, and/or a paid subscription. If you are required to register, you will select a unique login and password (“Personal Login Information”). By registering, you agree that all information provided by you as Personal Login Information is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate. You hereby grant us the right to disclose to third parties certain Registration Info about you.

You must keep your Personal Login Information confidential, including taking appropriate measures to maintain the confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. You must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. LAPA is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must notify LAPA immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

5. Privacy and Security Statement

For information about the data protection practices and the use and protection of your personal information by LAPA, please refer to our Privacy Policy, which is incorporated into and made a part of these Terms of Use.

6. User Obligations

You warrant that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Website and not interfere with the use and enjoyment of the Website by other users or with the operation and management of the Website by LAPA. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Website, including, without limitation, information required to be provided through an LAPA Website registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, LAPA reserves the right to terminate your access and use of the Website. Your use of the Website, including the Community Forum, is subject to all applicable laws and regulations, and you are solely responsible for any comments or posts you leave on the Website or the Community Forum. By posting information on the Website, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Website, you agree that you will not post comments, messages, links, code or other information that:

- i. is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
- ii. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- iii. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- iv. consists of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- v. contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- vi. breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site;
- vii. impersonates any person or entity, including any of our employees or representatives.

LAPA neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Site. Although we do not pre-screen, police or monitor comments posted on the Site, we and our agents reserve the right to remove any and all postings that we feel do not comply with these Terms and any other rules of user conduct for our Site, or are

otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

7. Proprietary Rights

The content of the Website includes, without limitation, (i) the trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification of LAPA (collectively the “LAPA Marks”); and (ii) information, data, materials, interfaces, computer code, data bases, products, services, software applications and tools, text, images, photographs, audio and video material, including podcasts, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Website (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as the “LAPA Content”). LAPA Content is the property of LAPA, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. Nothing in these Terms of Use grants you any right to use any LAPA Content.

The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any LAPA Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from LAPA or the owner of such content if LAPA is not the owner. For reprints, contact LAPA. Any use of LAPA Marks without the express written consent of LAPA is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in LAPA Content, including any such notices appearing on any LAPA Content you are permitted to download, transmit, display, print, or reproduce from the Website.

8. Responsibility for Use of the Website and Exclusion of Liability

Use of the Website is solely at your risk and is subject to, without limitation, all applicable local, state, national and international laws and regulations. Unless expressly required by law, LAPA does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Website over the Internet or other communication network. Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

9. No Legal Advice and Disclaimer as to Accuracy of Information

All the content on the Website, including LAPA Content and User Content as defined in Section 24, is for informational purposes only, and is not legal advice or a substitute for legal counsel. Because legal advice must be tailored to the specific circumstances of each case,

nothing provided on the Website Content should be used as a substitute for advice of competent counsel. The materials on the Website do not necessarily reflect the opinions of LAPA.

The Website Content may or may not reflect the most current legal developments. Accordingly, information on the Website is not promised or guaranteed to be correct or complete, and should not be relied upon as such. LAPA is not obligated to correct or update any of the Website Content, and shall not be liable for omissions, typographical errors, or out-of-date information that may appear on the Website.

10. Third Party Information

The Website may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the Website are those of the respective third party and not of LAPA or its affiliates. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. LAPA makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

11. Advertisers/Advertisements

The Website may contain advertisements offered by third parties. The inclusion of advertisements on the Website does not imply endorsement of the advertised products or services. LAPA shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Website. Further, LAPA shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the Website. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Links to Third Party Websites

For your convenience, the Website may provide links (including links through on-line advertisements) to other websites on the Internet. These other websites are maintained by third

parties over which LAPA exercises no control. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The publication of any such third party links on the Website is not intended to endorse any particular company or product, and does not imply any warranty of any kind, either express or implied. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

13. Links to the Website, Content, Sharing of Content

Links to the Website and to LAPA Content that are posted by third parties to their websites may not include LAPA trademark or logo and or suggest that LAPA promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the Website shall be the responsibility of the linking party. LAPA reserves the right to require any linking party to disable or remove any link that violates the policies or rights of LAPA or causes interruption or deterioration of LAPA Content.

14. Terms of Sale

By placing an order through this Website, you are offering to conduct an electronic transaction to purchase a product on and subject to the following terms and conditions, and consistent with the provisions of the Pennsylvania Electronic Transactions Act, 73 P.S. § 2260.101 et. seq. (the “PETA”). All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with LAPA through an electronic transaction, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. LAPA retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be LAPA or may in some cases be a third party. Where a contract is made with a third party LAPA is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract. The placement of an order through our Website is an electronic transaction. When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you

confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. This contract will constitute an Agreement under the terms of the PETA.

(b) Pricing and Availability. While we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment. Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods, you have purchased as listed in the confirmation email.

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the goods or services you have purchased, you agree that LAPA may, at its option, suspend or terminate performance of services or delivery of goods and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

15. Warranties Disclaimed

THE WEBSITE AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” NEITHER LAPA, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, MEMBERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, CONTRACTORS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY, “LAPA PARTIES”) PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. LAPA MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY GOODS OR SERVICES LISTED HEREIN, AT ANY TIME

WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS WEBSITE MAY BE OUT OF DATE, AND LAPA MAKES NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

LAPA MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY CONTENT AVAILABLE ON OR THROUGH THIS WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY LAPA OR ANY OTHER OF ITS AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.]

16. Exclusion of and Limitation of Liability

LAPA SHALL NOT BE LIABLE, AND DISCLAIMS ANY LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE THE SITES AND/OR ANY LAPA CONTENT; (ii) FROM STATEMENTS, MATERIALS, INFORMATION, OR PRODUCTS AND SERVICES ON OR ACCESSED THROUGH THE WEBSITE, OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iii) OUT OF ANY OTHER MATTER RELATING TO THE WEBSITE OR LAPA CONTENT.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS OF USE, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE WEBSITE. YOU CONFIRM THAT LAPA HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

17. Exclusions Permitted by Law

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 15 AND 16 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE LIABILITY OF LAPA WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Term and Termination

These Terms of Use will take effect at the time you begin using the Website. LAPA reserves the right, with or without notice, at any time and for any reason to deny you access to the Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use LAPA Website, but all applicable provisions of these Terms of Use, as well as liability for any unpaid fees, will survive such termination.

19. Governing Law

These Terms of Use and all matters regarding your use of the Website shall be governed by, construed in accordance with, and enforced under the laws of the Commonwealth of Pennsylvania applicable to contracts made and executed and wholly performed in Pennsylvania, without regard to choice of law principles. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

20. Waiver and Severability

The failure of LAPA to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law to reflect as nearly as possible, the original intentions of the parties, and all other provisions shall remain in full force and effect.

21. Complete Agreement

These Terms of Use, together with any revision, any Additional Terms or Conditions incorporated by reference constitute the entire agreement between you and LAPA relating to the Website and its use by you, and supersedes any previous written or oral communication regarding use of the Website. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms, these Terms shall take precedence. The Website is intended to be consistent with and in furtherance of LAPA's policies adopted by LAPA.

22. Contact Information

If you have any questions or concerns regarding these Terms of Use or the Website, please visit our "Contact Us" page.

23. Limitations

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of goods and services available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

24. User Generated Content

We welcome your views, comments and other communications, pictures, trackback URLs, or videos on the Website which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content ("User Content"). By adding User Content to the Website or to one of LAPA's social media sites, users understand and acknowledge that this information may be available to the public and grant LAPA a

nonexclusive license to display, reproduce, transmit, modify such User Content, and the right to use it for internal and external marketing purposes. Please note that other users may access and distribute posted information beyond the control of LAPA. Users who do not wish to have their User Content used, published, copied and/or reprinted, should not post on these sites.

All communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

You are solely responsible for the User Content you submit, and agree to indemnify LAPA against any and all claims and liabilities resulting from that content. LAPA does not approve, endorse, or adopt any User Content, and LAPA assumes no liability for any User Content submitted by you or others. If you believe any User Content infringes on your proprietary rights, please visit our “Contact Us” page.

LAPA retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. LAPA also retains the right to ban or block a user from posting on the Website and social media pages without notice for a pattern of inappropriate postings or as it deems necessary. All User Content must comply with LAPA’s Social Media Policy.

You acknowledge, consent and agree that LAPA may access, preserve and disclose your account information and the User Content you have posted if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in the sole opinion of LAPA to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of LAPA, its administrators, its users and the public.

25. Other Terms of Use/Service

On sites not operated by LAPA, you may also be subject to the Terms of Use/Service (“TOS”) of that host site, including for any information shared. For more information, consult the host website’s TOS.

These Terms of Use are subject to amendment or modification at any time.