Terms of use for this website

IMPORTANT—PLEASE READ CAREFULLY:

Gentiva Health Services, Inc. (and its subsidiaries and affiliates) d/b/a Kindred at Home (“KAH”) provides this website to you subject to these terms and conditions. By accessing or using KAH’s website (the “Website”), you agree to be bound by these Terms of Use without limitation or qualification. You represent and warrant to KAH that you are at least 18 years of age and possess the legal right and ability to enter into this Agreement. IF YOU DO NOT AGREE TO OR ARE NOT LEGALLY ABLE TO AGREE TO BE BOUND TO THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

KAH may amend, change or update these Terms of Use from time to time. The most current version is posted on KAH’s kindredathome.com and the changes become effective immediately upon posting to all access and use of the Website thereafter. Your continued access or use of the Website shall constitute your agreement to any changes to these Terms of Use. KAH may modify, suspend, discontinue, or restrict the use of any portion of the Website, including the availability of any portion of the content of the Website, at any time, without notice or liability.

These Terms of Use, together with KAH’s Privacy Policy, any additional privacy notices or usage guidelines posted on or through this Website, constitute the entire agreement and understanding of the parties relating to the Website. Information collected on this Website is subject to KAH’s Privacy Policy. By using the Website, you consent to all actions KAH takes with respect to your information in compliance with the Privacy Policy. Please review it to understand KAH’s practices.

These Terms of Use last modified: April 5, 2021

Permitted Use

So long as you comply with these Terms of Use, KAH grants you access to and use of the Website only for its permitted purposes and not for commercial reproduction, distribution, publication, or any other activity in contravention of these Terms of Use, applicable law, or KAH’s or any third party’s rights. You may not copy, modify, adapt, disassemble, reverse engineer, decompile, distribute, sell, lease, perform, display, transmit, create derivative works, translate, circumvent any anti-piracy or other technology that restricts access, or otherwise alter or attempt to discover the source code, object code, or other portion of the Website. You may not assign or transfer this permission to others.

Credentials

To access certain features of the Website, you must have a personal user name and passwords, which you may request through the Site by providing certain information. You represent and warrant that all information you provide through the Website is correct, current, and complete. You acknowledge it is your responsibility to treat the user name and password assigned to you as confidential, refrain from disclosing them to others, and protect their security. You also acknowledge that your account is personal to you and you will not provide any other person with access to the Website or restricted areas under your user name and password. Notify KAH immediately if any unauthorized access to or use of your user name or password or other breach of security has occurred. KAH has the right to disable your user name and password at any time in its discretion for any or no reason, including if KAH believes you have violated these Terms of Use.

Your Obligations

DO NOT PROVIDE ANY CONFIDENTIAL, PERSONAL INFORMATION, OR PROTECTED HEALTH INFORMATION, AS THOSE TERMS ARE DEFINED BY STATE OR FEDERAL LAW, TO THIS WEBSITE. You may be permitted to provide, post, release, transmit, or submit various types of data, content, or
information in connection with, to, or through the Website (“User Material”). Any User Material is and will be treated as non-confidential and non-proprietary. Furthermore, you warrant and agree that such information is non-confidential and non-proprietary and does not comprise personal information or protected health information as those terms are defined by state or federal law. Any User Material may be used by KAH for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, commercialization, and posting. Furthermore, KAH is free to use any ideas, expression, concepts, know-how, or techniques contained in any User Material for any purpose whatsoever.

You understand that you are the sole person responsible for any and all actions performed using your account, including all uploaded or transmitted User Material, including, but not limited to, all information, data, text, questions, comments, suggestions, software, music, sound, photographs, graphics, video, audio, messages, or other material.

You warrant and agree that you will NOT:

i. Post, upload, or transmit through the Website any unlawful, threatening, libelous, defamatory, infringing, obscene, indecent, scandalous, inflammatory, pornographic, harassing, profane, or other objectionable materials, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil or criminal liability under U.S. federal, state, local, or international law, or otherwise violate any law or contractual obligation;

ii. Disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;

iii. Post or transmit any personal information (including but not limited to Social Security Numbers) or protected health information;

iv. Export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;

v. Collect or store personal information about other users;

vi. Stalk or harass another;

vii. Use this Website in any manner that could impair the server or the functioning or operation of the Website or related equipment or could in any way interfere with other users’ enjoyment of this site as determined by KAH in its sole discretion;

viii. Use this Website to disseminate or transmit any bug, virus, trojan horse, worm, trap door or other malicious, harmful or disabling data, work, code or program;

ix. Impersonate another or manipulate or forge information to disguise the origin of information posted on this Website;

x. Post, provide, transmit, or otherwise make available any junk mail or spam;

xi. Attempt to access any unauthorized account, computer, or other network connected to the KAH server through any means;

xii. Override or circumvent any of the protections or usage rules embedded into the Website;

xiii. Use the Website as an “open relay” or for similar purposes;

xiv. Engage in any conduct that is harmful to minors in any way;
xv. Take information or content from the Website, including but not limited to any member or individual information such as names, email addresses, contact information, or personalized information, for use for any purpose;

xvi. use the Website other than as allowed by applicable law; or

xvii. Engage in any other activity deemed by KAH to be in conflict with the spirit or intent of these Terms of Use.

No confidential relationship or obligations shall be established between you and KAH through any submission to or through the Website by you. In the event you provide any User Material, you represent and warrant that the User Material is your original creation and that you are the rightful copyright owner of such information, or that you have adequate permission from the rightful copyright owner, and that the use of such material is otherwise permitted by these Terms of Use. By posting any User Material on this Website or submitting any User Material to KAH via this Website, you hereby expressly grant KAH a royalty-free, world-wide, non-exclusive license to use, copy, edit, distribute, translate, publicly perform, commercialize, and sublicense such User Material as well as your name and likeness as used in connection with such User Material for any purpose, including without limitation marketing or promotional purposes. Any such submission shall be considered non-confidential and shall be the sole and exclusive property of KAH. KAH shall have no obligations to you in connection with such submission.

Indemnity

You agree to indemnify, defend, and hold KAH, its parent, subsidiaries and affiliates, agents, officers, directors, employees, representatives, and insurers, and their respective successors and assigns harmless from and against any and all claims, demands, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys’ fees), damages, made by anyone due to or arising from (i) your access or connection to, or use of this Website, (ii) your defamation of another or your violation of another person’s copyrights, trademark rights, or other intellectual property, privacy, publicity, contractual, or other rights, (iii) allegations of facts that, if true, would constitute a breach by you of these Terms of Use, (iv) injury to persons (including death) or property, including loss or corruption of data caused by you. KAH reserves the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification provision by you and, in such case, you agree to cooperate with KAH’s defense of such claims.

Intellectual Property

This Website is protected by copyright and other intellectual property laws, and any unauthorized access to or use of the Website or any portion thereof may violate such laws.

All content, software, HTML, source code, object code, and any other code, associated media, print media, online or electronic documentation, data, and script forming a part of the Website and all trademarks, service marks, trade dress, logos, and tag lines displayed on the Website are the sole and exclusive property of KAH or its licensors. You shall not challenge the intellectual property rights associated with the foregoing or do anything that might impair or damage those rights.

You are not granted any right or license, either express or implied, in any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity, or other intellectual or proprietary right of KAH or any of the goodwill associated with any of the foregoing.

You shall not reproduce, edit, modify, adapt, or distribute the foregoing for any purpose whatsoever in violation of existing intellectual property rights. You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in, or as part of the Website.
DMCA Notice

We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances, and at our sole discretion, we may terminate and/or disable access to and use of the Website by users suspected of infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances, and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

In accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (“DMCA”), we will respond promptly to claims of copyright infringement reported to our agent designated to receive notifications of infringement claims (“Designated Agent”). If you are a copyright owner (or authorized to act on behalf of the owner) and believe that your copyrighted work has been infringed, please submit a written notice to our Designated Agent that substantially includes the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
(ii) Identification of the copyrighted work claimed to have been infringed;
(iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to help us locate the material;
(iv) Information reasonably sufficient to permit us to contact you, such as a mailing address, telephone number, and email address;
(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
(vi) A statement that the information in the notice is accurate, and under penalty of perjury, that you are the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.

The written notice, along with any accompanying items, must be submitted to our Designated Agent at:

ATTN: DMCA Agent (Legal Dep’t)
Kindred At Home
3350 Riverwood Parkway SE
Atlanta, GA 30339
KAHcompliance@Gentiva.com

If you send your notice by email, please make sure to write “DMCA Copyright Notice” in the subject line. We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

Links To Other Internet Sites; Links to this Website

Links to Internet sites owned, operated, or maintained by third parties not under KAH’s control may be available through the Website. These links are provided for your convenience of reference only. Such links are not and shall not be deemed to be KAH’s endorsement of the organization or individual associated with the linked site and these Terms of Use do not apply to the linked site. KAH is not responsible for the content, quality, security, or accuracy of any materials or sites referenced or linked through this Website. You assume sole responsibility and liability for your use of such linked sites.
Links to other Internet sites owned, operated, or maintained by KAH may be available through the Website. Your use and access of such linked sites may be subject to separate terms of use or other agreements.

You must obtain KAH’s prior written consent before placing, displaying, or otherwise providing any link(s) to this Website.

**Geographical Access**

KAH is based in the U.S. and provides this Website for use by persons located in the U.S. This Website may contain products or services, or references to products or services, that are not available outside the U.S. Any such references do not imply that such products or services will be made available outside the U.S. KAH makes no claims that the Website or any of its content is accessible or appropriate outside the U.S. If you access and use this Website outside the U.S., you are responsible for complying with your local laws and regulations.

**Information**

The Website is intended as a convenience and reference for you and is not professional medical, pharmaceutical, nursing, or insurance advice, diagnosis, treatment, services, or recommendations, nor a substitute, supplement, or replacement therefore. Nothing available on or through the Website is intended to be, and must not be taken to be, the practice of medical care or determination. KAH makes NO representation, warranty, or guarantee as to any determination of benefits, coverage, costs or charges, authorizations, etc. You are advised to seek the advice of and consult with qualified professionals and/or representatives regarding all medical, therapeutic, pharmaceutical, nursing, and insurance and benefits coverage matters. No advice or information obtained by you, whether written or oral, from KAH shall create any warranty whether express or implied.

**Disclaimer; Limitation of Liability**

THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KAH DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY, AND SYSTEM INTEGRATION. KAH DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO REPRESENTATION OR WARRANTY CAN BE GIVEN THAT THE DATA IS CURRENT. KAH does not guarantee the accuracy, completeness, efficacy, reliability, or veracity of the Website. KAH makes NO WARRANTY as to the security of the Website. KAH neither warrants nor represents that your use of the Website is legal under all applicable laws and regulations or will not infringe rights of third parties not owned by or affiliated with KAH. USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. KAH assumes no responsibility for consequences resulting from the use of the Website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KAH AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND/OR TRUSTEES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF KAH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES WITHOUT LIMITATION TO LOSSES OR DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE WEBSITE; (iv)
RELEASE OR DISCLOSURE OF DATA; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITE. THIS LIMITATION OF LIABILITY APPLIES WITHOUT LIMITATION TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE WEBSITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

If at any time you are dissatisfied with the Website, do not agree with any portion of these Terms of Use, or have any other claim against KAH relating to either these Terms of Use or the Website, then your sole, exclusive remedy is to discontinue using the Website.

**Governing Law and Jurisdiction; Limit on Commencing Actions; General Information**

These Terms of Use are governed by the laws of the Georgia without regard to the conflicts of laws principles thereof. You consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia, U.S.A. in all disputes arising out of or relating to these Terms of Use and/or access or use of the Website. You must commence any cause of action or claim against KAH concerning this Website within one (1) year after the cause of action or claim arises, otherwise you agree that your cause of action or claim shall be barred. You agree that KAH’s remedy at law for any actual or threatened breach of these Terms of Use could be inadequate and that KAH shall be entitled to specific performance, injunctive relief, or both, in addition to any damages that KAH may legally be entitled to recover, together with reasonable expenses (including attorneys’ fees). All rights and remedies granted to KAH under this Agreement are cumulative and not alternative or exclusive.

If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein. This shall be the entire agreement, superseding all prior agreements between you and KAH regarding this Website. The failure of KAH to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision.