



RCAW
Respite Care Association
of Wisconsin

Terms and Conditions of Use of Respite Care Association of Wisconsin, Inc.'s Website

Acceptance of the Terms and Conditions of Use.

Please read these terms and conditions of use carefully before using this site. By using this site, you agree to these Terms and Conditions of Use. IF YOU DO NOT AGREE WITH ALL OF THE LEGAL TERMS IN THESE TERMS AND CONDITIONS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE RCAW WEBSITE: <https://www.respitecarewi.org> ("website") AND YOU MUST DISCONTINUE USE IMMEDIATELY.

The website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using this website, you represent and warrant that you are of legal age to form a binding contract with the Respite Care Association of Wisconsin ("RCAW, "We," "Our") and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the website.

We recommend that you save or print a copy of these Terms and Conditions of Use for your records, as they are binding on you.

Changes to the Terms and Conditions of Use.

RCAW may revise and update these Terms and Conditions of Use from time to time in our sole discretion and without notice to you. You waive any right to receive specific notice of revisions, updates, or changes. All revisions, updates, or changes are effective immediately when posted and apply to all use of the website thereafter.

Your continued use of the website following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. It is your responsibility to check this page from time to time, so you are aware of any changes, as they are binding on you.

Intellectual Property Rights.

The website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by RCAW, its affiliates, partners, collaborators, licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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Content.

The contents of the RCAW website, such as text, graphics, images, information, and other material contained on the RCAW website ("content") are for informational purposes only. The content is NOT intended to be a substitute for professional medical/psychological advice, diagnosis, or treatment, nor a substitute for legal or any other type of professional advice. Always seek the advice of a skilled practitioner with any questions you may have regarding a medical condition or legal issue. Never disregard professional advice because of something you have read on the RCAW website.

RCAW does not recommend nor endorse any specific tests, physicians, products, procedures, legal advice, opinions, or other information that may be mentioned on the website. Reliance on any information provided RCAW, RCAW employees, others appearing on the website at the invitation of RCAW, or other visitors to the website is solely at your own risk.

Use of Content.

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You must not:

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2. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
3. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
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We reserve all rights not expressly granted to you in these Terms and Conditions of Use.

Any breach of these intellectual property rights will constitute a material breach of our Terms and Conditions of Use and your right to use our website will terminate immediately.

Prohibited Uses.

You may use the website only for lawful purposes and in accordance with these Terms and Conditions of Use. You agree not to use the website:

1. In any way that violates any applicable federal, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software to and from the US or other countries.
2. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms and Conditions of Use.
3. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm RCAW or users of the website, or expose them to liability.

Additionally, you agree not to:

4. Use any robot, spider, or other automatic device, process, or means to access the website for any purpose, including monitoring or copying any of the material on the website.
5. Use any manual process to monitor or copy any of the material on the website or for any other purpose not expressly authorized in these Terms and Conditions of Use without our prior written consent.
6. Use any device, software, or routine that interferes with the proper working of the website.
7. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
8. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the website, the server on which the website is stored, or any server, computer, or database connected to the website.
9. Otherwise attempt to interfere with the proper working of the website.

User Submissions.

Please review this section and the "Prohibited Uses" section carefully prior to using our website to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the website.

You agree that you will not upload or transmit any communications or content of any type to the website that infringes or violates any rights of any party. By submitting communications or content to the RCAW website, you agree that such submission is non-confidential for all purposes.

User Submissions may be viewable by other users of the website and through third-party websites. When you create or make available any User Submissions, you represent and warrant that you own the content and will not offend any other user.

If you post content on the website, you are solely responsible for your own content, the consequences of posting the content, and your reliance on any content found in the website. RCAW and its affiliates, collaborators, partners, licensors, and service providers are not responsible for the consequences of any content posted by you on the website. You expressly agree to reimburse RCAW for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call 9-1-1 immediately. If you suspect child or elder abuse, call the Department of Child and Families at 608-422-7000.

Monitoring and Enforcement; Termination.

RCAW has the right to:

1. Remove or refuse to post any User Submissions for with or without cause in our sole discretion.
2. Take any action with respect to any User Submissions that we deem necessary or appropriate in our sole discretion, including if RCAW believes that such User Submission violates the Terms and Conditions of Use, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the website or the public, or could create liability for RCAW.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the website.
5. Terminate or suspend your access to all or part of the website for with or without cause, including without limitation, any violation of these Terms and Conditions of Use.
6. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the website.
7. If we terminate or suspend your account, or access to the website, for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

YOU WAIVE AND HOLD HARMLESS RCAW AND ITS AFFILIATES, COLLABORATORS, PARTNERS, LICENSORS, AND SERVICE PROVIDERS, AND, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RCAW AND THE FOREGOING PARTIES, DURING OR TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RCAW, THE FOREGOING PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

RCAW assumes no liability for any action or inaction RCAW has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

In consideration of being allowed to use the website, you agree that the following actions shall constitute a material breach of these Terms and Conditions of Use:

1. Using information on the website for any purpose in violation of local, state, national, or international laws.
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others.
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by RCAW in its sole discretion.
4. Impersonating another person.
5. Distributing viruses or other harmful computer code.
6. Harvesting or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments; consent; or
7. Engaging in any other conduct that restricts or inhibits any other person from using the website, or which, in the judgment of the RCAW, exposes the RCAW or any of its website visitors to any liability or detriment of any type.

Modifications, Corrections, and Interruptions.

We reserve the right to change, modify, or remove the contents of the website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our website. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the website.

We cannot guarantee the website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the website during any downtime or discontinuance of the website. Nothing in these Terms and Conditions of Use will be construed to obligate us to maintain and support the website or supply any corrections, updates, or releases in connection therewith.

Additionally, there may be information on the website that contains typographical errors, inaccuracies, or omissions, including descriptions, funding, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the website at any time, without prior notice.

Disclaimer of Warranties.

You understand that RCAW cannot and does not guarantee or warrant that files available for downloading from the internet or the website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO

THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, RCAW HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL RCAW, ITS COLLABORATORS, PARTNERS, LICENSORS, AFFILIATES AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR

RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The Limitation of Liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Links to Other Sites.

RCAW provides links to third-party web sites. RCAW does not recommend and does not endorse the content on any third-party websites. RCAW is not responsible for the content of linked third-party sites, sites framed within the website, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. RCAW does not endorse any product, service, or treatment mentioned on the website.

Indemnification.

You agree to defend, indemnify, and hold harmless RCAW, its affiliates, collaborators, partners, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, torts, taxes, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

1. Your breach or violation of these Terms and Conditions of Use or your use of the website, including, but not limited to, your User Submissions, any use of the website's content or services other than as expressly authorized in these Terms and Conditions of Use, or your unauthorized, improper, or unlawful use of any information obtained from the website;
2. Any breach of your representations and warranties set forth in these Terms and Conditions of Use;
3. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
4. Any overt harmful act toward any other user of the website with whom you connected via the website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts

to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law and Jurisdiction.

All matters relating to the website and these Terms and Conditions of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Access or use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions of Use including without limitation, this paragraph.

Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions of Use or the website shall be instituted exclusively in the courts of Winnebago County in the State of Wisconsin, or the United States District Court for the Eastern District of Wisconsin, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms and Conditions of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration.

At RCAW's sole discretion, it may require you to submit any controversies, disputes, or claims arising out of or relating to these Terms and Conditions of Use or use of the website in anyway, or breach thereof, including but not limited to disputes arising from or concerning their interpretation, violation, invalidity, nonperformance, or termination, to a final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Wisconsin law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having proper jurisdiction.

You agree that any arbitration shall be limited to the controversy, dispute or claim between you and RCAW individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any controversies, disputes, or claims to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any controversies, disputes, or claims to be brought in a purported representative capacity on behalf of the general public or any other persons.

If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be decided by a court of competent jurisdiction within the courts listed under Governing Law and Jurisdiction, and the parties agree to submit to the personal jurisdiction of that court.

Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability.

No waiver by RCAF of any term or condition set out in these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RCAF to assert a right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Use will continue in full force and effect.

Electronic Communications.

Visiting the website, sending RCAF emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the website, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or by any means other than electronic means.

Entire Agreement.

These Terms and Conditions of Use between you and RCAF, notwithstanding additional specific disclaimers on the website for other website features, with respect to the use of its website and content.

Our failure to exercise or enforce any right or provision of these Terms and Conditions of Use shall not operate as a waiver of such right or provision. These Terms and Conditions of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions of Use or use of the website. You agree that these Terms and Conditions of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions of Use and the lack of signing by the parties hereto to execute these Terms and Conditions of Use.

Contact Us.

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