

Terms of use for this website

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These Terms of Use last modified: November 22, 2021

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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

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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 Gentiva 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 Gentiva 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 Gentiva to be in conflict with the spirit or intent of these Terms of Use.

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- (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)
Gentiva
3350 Riverwood Parkway SE
Atlanta, GA 30339
compliancehelp@gentivahs.com

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