

Thank You for visiting PACE at Hudson Headwaters' Website, interacting with our online services, and for Your interest in PACE at Hudson Headwaters' Services.

PLEASE READ THESE TERMS OF SERVICE AND THE INCORPORATED NOTICES CAREFULLY AND IN THEIR ENTIRETY BEFORE CONTINUING. BY ACCESSING AND CONTINUING TO USE PACE AT HUDSON HEADWATERS' WEBSITE, SERVICES OR PRODUCTS, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL INCORPORATED NOTICES (AS MAY BE MODIFIED FROM TIME TO TIME) AS SET FORTH BELOW.

Terms of Service

These Terms of Service ("Terms of Service") are a binding agreement between PACE at Hudson Headwaters and users of PACE at Hudson Headwaters' website and any services or products that PACE at Hudson Headwaters, Inc. offers.

1. DEFINITIONS

The following terms shall have the meanings set forth below throughout these Terms of Service and Incorporated Notices, unless it is expressly stated to the contrary:

"PACE at Hudson Headwaters", "We", "Us" or "Our" means PACE at Hudson Headwaters, and PACE at Hudson Headwaters' subsidiaries, affiliates, directors, officers, divisions, agents, employees, licensors, third party service providers and representatives. PACE at Hudson Headwaters owns and operates the PACE at Hudson Headwaters Website and offers related Services and Products.

"Website" means PACE at Hudson Headwaters' website located at www.pacehh.org, and any related website, application, webpage, widget, interactive feature, blog, social network, social network tabs or other online or wireless offerings of any type that post a link to these Terms of Service and Incorporated Notices no matter how they are accessed.

"Services" means any service, materials, or resources that are made available or accessed through or in connection with the Website.

"Products" means any physical, electronic, or virtual products that are offered through or in connection with the Website.

"User", "You", or "Your" shall mean any individual or entity that accesses or uses the Website or any individual components or portions thereof.

"Contact Page" means the portion of the Website that You can request additional information about PACE at Hudson Headwaters by providing your name, phone number and email address.

"Incorporated Notices" mean the following policies which are incorporated into and made part of these Terms of Service:

Copyright and Intellectual Property Notice

Accessibility Statement
Privacy Notice
Notice of Privacy Practices Under HIPAA

2. AGREEMENT TO TERMS OF SERVICE

By visiting, using, browsing, posting, offering content to the Website, accessing, or using the Services or Products, or “clicking” the accept/agree button, You accept and agree to be bound by, without limitations or qualifications, these Terms of Use and Incorporated Notices. Each use by You shall constitute and be deemed Your unconditional acceptance of this Terms of Use.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE OR INCORPORATED NOTICES, PLEASE DO NOT VISIT THE WEBSITE OR USE ANY PACE AT HUDSON HEADWATERS SERVICES or PRODUCTS

3. PACE AT HUDSON HEADWATERS’ WEBSITE, SERVICES AND PRODUCTS

The Website is owned and operated by PACE at Hudson Headwaters, a New York non-profit organization headquartered in Glens Falls, New York. The Website serves as an educational resource for families, caregivers, potential participants, and community partners who want to learn more about the PACE model of care. The Website includes a comprehensive description of the PACE care model, services provided, how these services are paid for, eligibility requirements, career opportunities, and additional resources, such as participant handbooks/rights, a provider directory and manual, and pertinent compliance information.

4. MEDICAL ADVICE DISCLAIMER

The Website and related services do not constitute professional healthcare advice. The Website and any content provided in connection therewith are offered as one tool to assist You to understand the PACE model of care and healthcare that may be received from PACE at Hudson Headwaters.

Neither the Website nor any content offered in connection therewith substitute for the professional advice, diagnosis or treatment by a physician or other qualified healthcare professional. Always seek the advice of a physician or other qualified healthcare professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay seeking it because of something You have read on the Website.

If You think You or someone You are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.

5. DISCLAIMER OF WARRANTIES

PACE at Hudson Headwaters does not warrant the accuracy, completeness, timeliness or usefulness of the opinions, advice, content, services, or other information provided through the Website. Content provided on the Website may contain health or medical-related materials or information that You may find sexually explicit or otherwise offensive.

You agree that Your access and use of the Website, Services or Products are solely at your own risk. The Website, Services and Products are provided by PACE at Hudson Headwaters on an “as is” and “as available” basis.

Except as may be otherwise noted in these Terms of Service, PACE at Hudson Headwaters expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a special or particular purpose, and non-infringement of intellectual property rights. PACE at Hudson Headwaters does not make any warranty that access to or use of the Website or Services or Products will meet Your requirements or Your expectations. PACE at Hudson Headwaters does not make any warranty that access to or use of Website or Services or Products will be available uninterrupted, timely, secure, or error-free. PACE at Hudson Headwaters makes no warranty as to the results that may be obtained from using the Website or Services or Products. No advice or information, whether oral or written, obtained by You from PACE at Hudson Headwaters shall create any warranty not expressly made herein. To the extent that certain jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply. It is agreed that the disclaimers and exclusions shall apply to the fullest extent permitted by law.

6. LIMITATION OF LIABILITY

Under no circumstances shall PACE at Hudson Headwaters be liable for Your use or misuse of Website or Services or Products. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort (including negligence) or otherwise (even if PACE at Hudson Headwaters has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from Your or anyone else’s use or misuse of the Website or Services or Products provided in connection therewith, including damages that might be incurred by third parties. Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

7. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall PACE at Hudson Headwaters be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for prospective business advantage, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, or for any other pecuniary or other loss whatsoever) arising out of, in connection with or in any way related to the use or misuse of, unavailability of or inability to use the Website or Services or Products, or in connection with any provision of this Agreement and the Incorporated Notices, even in the event of the fault, tort, including negligence, misrepresentation, strict liability, breach of contract or breach of warranty, of PACE at Hudson Headwaters (except arising exclusively from PACE at Hudson Headwaters’ intentional conduct or gross negligence), and even if PACE at Hudson Headwaters has been advised of the possibility of such damages.

8. EXCLUSIVE REMEDY

It is agreed that, notwithstanding the foregoing, should any liability on the part of PACE at Hudson Headwaters be proven, it will nevertheless be impractical and extremely difficult to anticipate or fix the amount of damages that were proximately caused by such liability. Therefore, it is agreed that in no event may the user recover an amount in excess of the aggregate amounts paid to PACE at Hudson Headwaters in the six months immediately preceding the event giving rise to the claim, or \$150 if no fees were paid, whichever is greater, in full and complete satisfaction of any and all claims. It is agreed that the foregoing limitation is not intended to be and is not a penalty.

9. COMMUNICATIONS BETWEEN PACE AT HUDSON HEADWATERS AND YOU

As a User, You may have an opportunity to communicate with PACE at Hudson Headwaters regarding its model of care and services provided in a variety of ways. The manner of communication and their content may vary. No matter the method that We or You employ, Our communications will be governed by these Terms of Service and Incorporated Notices, including but not limited to the User Warranties that You have agreed to in these Terms of Service.

a. *Emails*

When You provide Your email address to PACE at Hudson Headwaters, such as when requesting additional information on our Contact Page, You warrant that the information You provide is true, complete and accurate, and that you are the current subscriber or owner of the email address that you provide. By voluntarily providing Your email address, You also expressly agree to receive emails from Us, our agents, and affiliates concerning Our Products and Services, or inquiries regarding the same, etc. You may set Your email preferences by clicking “unsubscribe” on the bottom of each email You receive and follow the directions contained therein. Please give us reasonable time to effectuate the changes You request.

For additional information about what may be securely communicated using email, please see our Privacy Notice.

b. *Phone*

When You provide Your phone information to PACE at Hudson Headwaters, such as when requesting additional information on our Contact Page, You warrant that the information You provide is true, complete and accurate, and that You are the current subscriber or owner of any telephone number that You provide.

By voluntarily providing Your telephone number(s), You also expressly agree to receive prerecorded voice messages, and/or autodialed calls from Us, our agents, affiliates, and independent contractors. You acknowledge that automated calls may be made to Your telephone number(s) even if Your telephone number(s) is/are registered on any state or federal Do Not Call list.

At any time, even if You have expressly given PACE at Hudson Headwaters permission to send voice messages to You, You may communicate Your desire not to receive additional voice messages in the future by following the stop or opt-out instructions in the voice message, or by contacting PACE at Hudson Headwaters at ifo@pacehh.org.

You acknowledge that neither PACE at Hudson Headwaters nor any Service Provider shall be liable for delayed or undelivered messages.

c. PACE at Hudson Headwaters' Reservation Of Rights

Any communications between PACE at Hudson Headwaters and You are subject to all User Warranties set forth in Paragraph 13 below. Except as required otherwise by law, PACE at Hudson Headwaters reserves the right to preserve or remove any communication by You that it deems to violate the User Warranties or these Terms of Service.

10. WEBSITE SECURITY

Security of data, software and interconnected, are matters of concern for You and PACE at Hudson Headwaters. We take reasonable precautions to protect Your information. We limit Our collection of Your personal information, to that necessary for You to request information via our Contact Page, access the Website and its functions, and the Services and Products offered by PACE at Hudson Headwaters, or to improve Your and other Users' experience. We take commercially reasonable precautions to collect personal information in a secure manner and transmit it via a secure internet channel.

However, no security measures are perfect or impenetrable and PACE at Hudson Headwaters cannot guarantee that the information submitted to, maintained on or transmitted from its systems will be completely secure. PACE at Hudson Headwaters is not responsible for the circumvention of any privacy settings or security measures by any users or third parties. For further information, please see our Privacy Notice.

You are prohibited from violating or attempting to violate the security of the Website or any Service or Product by (a) accessing information not intended for such or logging onto a server or an account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any User, provider, host or network, including, but not limited to, submitting any malware or virus to the Website, overloading, "flooding," "spamming," "mail-bombing," "crashing," or other malicious or illegal act of any description. You shall not use any device, software, script or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website. You shall not use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the PACE at Hudson Headwaters Website, other than through generally available third-party web browsers, for example, Microsoft Edge, Firefox, Google Chrome, etc.

PACE at Hudson Headwaters reserves the right to investigate and take such action as it deems necessary regarding any activity that it suspects is intended to violate the security of the Website, Services and Products. If, in Our sole discretion, it appears that You have violated the Terms of Service or acted in any way that interferes or is intended to interfere with the functioning of the Website, Services or Products, or another's lawful access and use thereof, PACE at Hudson Headwaters may take any action it deems appropriate to prevent further interference including, but not limited to, immediate suspension and/or cancellation of Your access to the Website or related services. You may be civilly or criminally liable for such violations. PACE at Hudson Headwaters will cooperate with law enforcement authorities in prosecuting any individual or entity involved in such violations.

11. PACE AT HUDSON HEADWATERS' INTELLECTUAL PROPERTY

PACE at Hudson Headwaters owns any and all intellectual property rights arising out of, related to, or in any way connected with "PACE at Hudson Headwaters" and PACE at Hudson Headwaters's related logos, slogans, service marks or trademarks, etc. ("PACE at Hudson Headwaters Intellectual Property"). You cannot use the PACE at Hudson Headwaters Intellectual Property without first obtaining PACE at Hudson Headwaters' express and specific written permission. Nothing on the Website shall be construed as granting a license or right to use the PACE at Hudson Headwaters Intellectual Property without Our permission.

12. USER WARRANTIES

In consideration of being allowed to use the Website, You warrant and agree that You will not, under any circumstances, do any of the following which shall constitute a material breach of these Terms of Service:

- (i) You will not make available any material that is protected by another's copyright, trademark, trade secret, or other intellectual property right, or is otherwise subject to third-party proprietary, privacy or publicity rights, unless You are the owner of such rights or have permission from their rightful owner to post the material and to grant PACE at Hudson Headwaters all required license rights. For further information, see PACE at Hudson Headwaters' Copyright and Intellectual Property Notice;
- (ii) You will not make available any material that is false, misleading, harmful, abusive, tortious, vulgar, unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or sexually or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise inappropriate;
- (iii) You will not cause harm, of any type, to minors;
- (iv) You will not submit materials or post links to advertisements or solicitations of business without PACE at Hudson Headwaters' prior express and written permission;
- (v) You will not intentionally or unintentionally violate or aid others in the violation of any applicable local, state, national or international law or regulation;
- (vi) You will not enable or assist in the transmission of "junk mail," "chain letters," "pyramid schemes," unsolicited mass mailings, instant messaging, "spimming," "spamming," or any other form of improper or illegal solicitation now known or that may be developed in the future;
- (vii) You will not "stalk" or otherwise harass another person or assist another in doing so;
- (viii) You will not access the Website, Services or Products to collect or store private health information (PHI), personally identifiable information (PII), or any other

confidential or sensitive information about others for unlawful or inappropriate purposes;

- (ix) You will not misrepresent, or assist others in misrepresenting, the origin of any content provided by PACE at Hudson Headwaters or another User;
- (x) You will not make available any material that You are prohibited from disclosing as a result of Your contractual or fiduciary relationship with another individual or entity or as a matter of law or regulation;
- (xi) You will not make available or distribute any materials, computer code or “malware” (including but not limited to “ransomware, viruses, worms, other form of improper or illegal malware now known or that may be developed in the future) that facilitates or is intended to facilitate interference with the availability, functionality or performance of NEW CO’S Website, Products or Services, or any other website, computer software, hardware, telecommunications equipment, or device;
- (xii) You will not download data from any of PACE at Hudson Headwaters’ Websites, services or databases through automated means, including spiders, robots, crawlers, or other automated means now known or that may be developed in the future;
- (xiii) You will not harvest, modify, publish, transmit, transfer, sell, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit any PACE at Hudson Headwaters content of any description;
- (xiv) You will not sell, distribute, or make any use of, commercial or otherwise, information, content or data obtained from PACE at Hudson Headwaters in a manner which could be expected to offend the person for whom it is relevant;
- (xv) You will not create and maintain a PACE at Hudson Headwaters user profile that contains hyperlinks to content not permitted by PACE at Hudson Headwaters;
- (xvi) You will not interfere with or disrupt the Website, related services, or the servers or networks connected to thereto, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- (iv) You will not access the Website after Your access has been terminated by PACE at Hudson Headwaters for any reason; and
- (xvii) You will not make available any materials, or act in any manner that is offensive to the PACE at Hudson Headwaters community or the spirit of these Terms of Service.

You acknowledge and agree that PACE at Hudson Headwaters may, but is not required to, monitor Your conduct in connection with the Website. You agree that PACE at Hudson Headwaters may remove any materials submitted by You, including but not limited to Your User Content, restrict and block Your access

to the Website, and/or terminate any or all other agreements between You and PACE at Hudson Headwaters, if PACE at Hudson Headwaters, in its sole discretion, determines that You have taken actions in violation of these Terms of Service and/or any other agreement between You and PACE at Hudson Headwaters. You understand that in the event of termination for any cause, You will not be entitled to a refund of fees, if any, paid by You to PACE at Hudson Headwaters and will be required to make all payments that remain outstanding at the time of the termination.

You understand and agree that PACE at Hudson Headwaters may access, preserve and disclose Your identifying information in its possession, including, if applicable, email address, and/or phone number, if PACE at Hudson Headwaters determines that it is necessary to do so in order to comply with apparently valid legal proceedings, to process a good-faith complaint by a third party that You have violated these Terms of Service, or to protect the legal rights, property or personal safety of PACE at Hudson Headwaters, its Users, and the public at large.

13. USER COMMUNICATIONS TO PACE AT HUDSON HEADWATERS

Unless otherwise protected by United States law, including as to PHI and PII, all communications sent by You to Us will be treated as non-confidential and non-proprietary. Please do not submit confidential or proprietary information to Us (including, but not limited to, any patentable ideas, new content suggestions or business proposals) unless We have mutually agreed otherwise in writing and in advance of You sending them. Any ideas, new content, or business proposals that We receive unsolicited will be treated as property owned by PACE at Hudson Headwaters and will not be returned to You.

14. THIRD-PARTY LINKS

The Website may contain links to third-party websites. Third-party links are provided for Your convenience and as a courtesy to You. Third-party websites are not owned, operated or controlled by PACE at Hudson Headwaters. You agree that PACE at Hudson Headwaters is not responsible for the content or functionality contained on any such third-party website and that You waive any and all claims against PACE at Hudson Headwaters as to any loss incurred as the result of Your access or use of such third-party website.

15. INDEMNITY

You understand and agree that You will indemnify, defend and hold harmless PACE at Hudson Headwaters from any and all liability, expense, cost, fine, settlement or judgment including, without limitation, reasonable attorneys' fees and legal expenses incurred which are alleged to be connected with, arising out of or in any way related to Your User Content, Your access to or use of the Website, or Your breach of the User Warranties or any other provision of these Terms of Service and/or Incorporated Notices.

16. CHANGES TO TERMS OF SERVICE

PACE at Hudson Headwaters reserves the right to update, change, modify, add, delete, revise or replace the Website and any part of these Terms of Service or any Incorporated Notices at any time. Such changes shall be effective, and You agree to be bound by such changes, when You "click" the *Accept* button upon accessing or using the Website, when You purchase or access any PACE at Hudson Headwaters Services, when You submit User Content or 30 days from the date the changes are posted to the Website, whichever is earliest.

We recommend that You regularly check the Terms of Service when visiting, accessing or using the Website, as these Terms of Service may have changed since You last did so.

17. GENERAL PROVISIONS

- a) Relationship of the Parties. You and PACE at Hudson Headwaters are independent contractors. There is no partnership, agency, or joint venture relationship between us.
- b) Location of Negotiations and Services. You agree that the Website, the marketing distribution, or provision of any and all Services or Products provided by PACE at Hudson Headwaters through the Website, and the negotiation and agreement of these Terms of Service, Incorporated Notices, and any other agreement between You and PACE at Hudson Headwaters regarding the Website shall be deemed to have occurred solely and exclusive within the State of New York, United States of America.
- c) New York Law. You hereby agree that these Terms of Service, the Incorporated Notices, and any other agreement between You and PACE at Hudson Headwaters shall exclusively and solely be governed and interpreted under and in accord with the laws of the State of New York, United States of America (except to the extent that New York choice of law principles would require application of any other law), regardless of where You, any of PACE at Hudson Headwaters' representatives or agents, or PACE at Hudson Headwaters' servers may be located.
- d) New York Jurisdiction and Forum. You hereby agree that any dispute that arises under, is connected to or relates in any manner to, these Terms of Service, the Incorporated Notices, the Website or related services shall be subject to the sole and exclusive jurisdiction of the federal or state courts located in the State of New York, County of Warren, and You hereby irrevocably consent to and submit to their jurisdiction to hear and determine any such dispute.
- e) No International Use. Although this Website may be accessible worldwide, PACE at Hudson Headwaters makes no representation that materials, content, services or products available on or through the Website are appropriate or available for use in locations outside the United States. Those who choose to access this Website from other locations do so on their own initiative and at their own risk. If You choose to access this Website from outside the United States, You are responsible for compliance with local laws in Your jurisdiction, including, but not limited to, the taxation of products or services purchased over the Internet. PACE at Hudson Headwaters, their affiliates, licensors, contractors, and service providers, and suppliers have no control over and accept no responsibility for Your compliance with applicable in Your country and/or state of residence.
- f) Void Where Prohibited. Any offer for any product, service, and/or information made in connection with the Website is void where prohibited.
- g) Use By Children. We do not offer services or products directly to children under 18. By using the Website, You are representing to Us that You are 18 years of age or older. We will not be liable for any damages that may result from a misrepresentation of age by a User.

- h) Force Majeure. In addition to any excuse provided by applicable law, PACE at Hudson Headwaters shall be excused from liability for non-delivery or delay in delivery of the Website or related services arising from any event beyond Our reasonable control, whether or not foreseeable by either party, including, but not limited to, labor disturbance, interruptions in supply chain, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, public health emergency, and other causes or events beyond Our reasonable control, whether or not similar to those which are enumerated hereinabove.
- i) Specific Performance. You acknowledge that a breach of these Terms of Service or other agreement between You and PACE at Hudson Headwaters will cause irreparable injury and that money damages may be inadequate to remedy the injury to PACE at Hudson Headwaters. Therefore, in the event of a breach or threatened breach, PACE at Hudson Headwaters will be entitled to equitable relief, including injunctive relief and specific performance, without the posting of a bond or other security, and without proof of actual damages.
- j) No Third-Party Rights. Nothing in these Terms of Service creates any right in any person not a party to the Terms of Service, and the Terms of Service shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person.
- k) Severability of Provisions. If any provision of the Terms of Service, incorporated documents, or policies is determined to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect to the extent that performance of the remaining terms is not rendered impossible.
- l) Waiver. Failure to exercise, or any delay in exercising, any right or remedy provided under this or any agreement between You and PACE at Hudson Headwaters or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that right or any other remedy in the future against You or any other individual or entity.
- m) Notices. Notices by PACE at Hudson Headwaters to You may be given by means of electronic messages and/or general posting through the Website, by conventional mail, or by email at the email or phone number that You provide through the Contact Page. It is Your responsibility to ensure that PACE at Hudson Headwaters continues to have up-to-date contact information for You.

Notices by You to PACE at Hudson Headwaters may be given by electronic messages, conventional mail, or telephone unless otherwise specified in these Terms of Service or any other agreement between You and Us.

PACE at Hudson Headwaters' contact information as follows:

EMAIL

PACE at Hudson Headwaters
38 Larose Street
Glens Falls, NY 12801

(518) 886-7223

- n) Binding Provisions. These Terms of Service and any expressly incorporated documents or policies shall be binding and inure to the benefit of the parties and their respective heirs, executors, administrators, personal and legal representatives, affiliates, successors, and permitted assigns.
- o) Assignment. You agree that You may not assign Your rights or obligations under the Terms of Service or any agreement between You and PACE at Hudson Headwaters without Our prior written consent, which is subject to PACE at Hudson Headwaters' sole discretion.
- p) Headings. The descriptive headings of the sections and subsections of the Terms of Service are for convenience only and do not affect the interpretation or construction of the Terms of Service.
- q) Complete Agreement. These Terms of Service, including the Incorporated Notices, constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersede all prior agreements and understandings of the parties with respect thereto. To the extent that anything in, or associated with, the Website is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.
- r) All prior and contemporaneous negotiations and agreements between You and PACE at Hudson Headwaters concerning the Website or any components connected thereto are expressly merged into and superseded by these Terms of Service and may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. You warrant that You have not relied upon any statement, representation, warranty, or agreement, except for those expressly contained in the Terms of Service.

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