

SeniorNavigator® is a 501c3 non-profit organization. Our work is made possible through a partnership of public and private organizations devoted to improving the lives of seniors and caregivers in Virginia. The following are the Terms of Use for our family of websites including [www.SeniorNavigator.org](http://www.SeniorNavigator.org), [www.disAbilityNavigator.org](http://www.disAbilityNavigator.org), [www.VeteransNavigator.org](http://www.VeteransNavigator.org), [www.VirginiaNavigator.org](http://www.VirginiaNavigator.org) (collectively and individually referred to herein as the “SeniorNavigator® Website” or the “Website”).

Please read these Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy.** If you do not agree to these Terms of Use or the Privacy Policy, you should exit the SeniorNavigator® Website immediately.

### **Reliance on Information Posted**

The content of the SeniorNavigator® Website includes, but is not limited to: (i) text, graphics, images, artwork, photographs, drawings, logos, slogans, service marks, interviews, stories, testimonials, medical, legal and/or financial articles, service listings, calendar listings, reviews and other materials, code and information created by SeniorNavigator® or its licensors, and (ii) each submission by a user including, but not limited to, information, data, questions, comments and other content and the like, but excluding your Profile (the "Submission" or "Submissions"). All of the foregoing is referred to as the “Content”.

### **This Website Does Not Provide Medical, Financial or Legal Advice.**

The Content is offered for informational and educational purposes only, and is not intended to be a substitute for professional legal, financial or medical advice, diagnosis or treatment. Use of the Website does not create a doctor/patient or lawyer/client relationship between you and SeniorNavigator or any of our editors or Content providers. Instead, the Content is intended to supplement, not replace, the relationship that exists between you and your lawyer, you and your financial planner, and/or you and your physician. You should not act upon this information

without seeking professional counsel.

Any statements made in this Website about products have not been evaluated by the United States Food and Drug Administration. Such statements are not intended to diagnose, treat, cure or prevent any condition or disease.

The information on the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. We do not endorse any specific tests, products, services, procedures, opinions, or other information that may be mentioned or described on the Website. If you rely on any information provided on our Website by our employees, contributors or licensors, you do so solely at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or by anyone who may be informed of any of its contents. You are solely responsible for compliance with the laws and regulations applicable to your place or country of residence.

## **Privacy Statement**

Our [Privacy Statement](#) is included herein by reference.

## **Children's Privacy and Age of User**

We are committed to protecting the privacy of children. We do not collect personally identifiable information from any person we actually know is a child aged 13 or under. Accordingly, the SeniorNavigator® Website is available to users who are thirteen (13) years of age or older. By using the Website, you represent and warrant that you are over the age of thirteen (13). If you are not over the age of thirteen (13), you must not use the Website.

## **Disclaimer of Warranties**

SENIORNAVIGATOR® WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY 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.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING ANY LINKS TO OTHER SITES AND RESOURCES PROVIDED BY THIRD PARTIES, IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SENIORNAVIGATOR® NOR ANY PERSON ASSOCIATED WITH SENIORNAVIGATOR® MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER SENIORNAVIGATOR® NOR ANYONE ASSOCIATED WITH SENIORNAVIGATOR® REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SENIORNAVIGATOR® HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

### **Limitation of Liability of SeniorNavigator® and its Licensors**

IN NO EVENT WILL SENIORNAVIGATOR®, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY THIRD

PARTY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER THIRD PARTY WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER THIRD PARTY 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.

### **Ownership and Use of Content**

The Website and its Content, 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 the SeniorNavigator® or its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Content is subject to change or deletion without notice and in SeniorNavigator's sole editorial discretion. All rights not expressly granted herein are reserved to SeniorNavigator® and its licensors. You agree that you will not upload or transmit any Content of any type that infringes or violates the rights of anyone. The SeniorNavigator® Website and any portion thereof may never be used by anyone to create or re-create a similar or competing service. Any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and is expressly prohibited.

All use of the Content is prohibited other than personal, non-commercial use or educational use ("Approved Use"). Personal use means that you may download a single copy of the Content for your own personal, noncommercial use. Educational use means that you may download a single copy of the Content for your own use provided such use is directly associated with your education or training by or for SeniorNavigator®. You may not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our site except that you may view and download a single copy of the Website for an Approved Use. You agree that you will not delete or alter any copyright,

trademark or other proprietary rights notices from copies of materials from the Website. You may not reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any services or materials available through the Website. Any use of the Website not expressly permitted herein is a breach of the Terms of Use and may violate copyright, trademark and/or other laws.

If you violate these or any other Terms of Use, your permission to use or continue using the Website and its Content terminates automatically and you must immediately destroy any copies you have made of all or any portion of the Content.

## **Servicemarks**

SeniorNavigator®, the Website images and text, and all page headers, custom graphics and button icons are registration marks, service marks, trademarks, and/or trade dress of SeniorNavigator® (“SeniorNavigator Marks”). All other trademarks, product names and company names or logos cited in the Website (“Third Party Marks”) are the property of their respective owners. You may not use the SeniorNavigator Marks or the Third Party Marks without the written permission of SeniorNavigator® or the respective owner.

## **User Restrictions**

By using the Website, you agree not to: (i) use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website; (ii) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (iii) use any device, software or routine that interferes with the proper working of the Website; (iv) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (v) 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; (vi) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (vii) otherwise attempt to interfere with the proper working of the Website.

## **Submissions by Users**

Each Submission made by you is owned by SeniorNavigator®. SeniorNavigator®, as owner, may use the Submission however it wishes. Submissions do not include your Profile provided through the registration process or donor information provided by you when making an online, tax-deductible donation to us. Your Profile and your donor information are never owned by SeniorNavigator®. If you do not agree to accept these Terms of Use, do not make a Submission to SeniorNavigator®.

Each Submission, once made by you, constitutes your assignment to SeniorNavigator® and SeniorNavigator's acceptance of all right, title and interest in and to the Submission. Once submitted, your Submission shall be owned by SeniorNavigator® and SeniorNavigator® may use, copy, display, publish and make derivative works from the Submission. You represent and warrant to SeniorNavigator® that each Submission by you is original, complete and correct, and that such Submission does not infringe the intellectual property rights or other proprietary right of any person.

You represent and warrant that all of your Submissions do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless the Company and its affiliates and licensors for any breach of that representation and warranty. The Company is not responsible, or liable to any third party, for the content or accuracy of any materials transmitted by you or any other user of the Website.

## **Advertisements and Links to Other Websites**

Any link (including hyperlinks, buttons or referral devices of any kind, including our self-referral functionality) used on this Website is provided for your use and convenience. The appearance of a link on this Website does not constitute an endorsement, recommendation or certification by us, nor should the presence of a link in any way be construed as a suggestion that any third-party website has any relationship with us. We do not endorse the content on any third-party websites. We are not responsible for the content of linked third-party websites or third-party

advertisements, and do not make any representations regarding their content or accuracy. We do not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights or patents. Your use of third-party websites or your referral to a third party through our self-referral tools is at your own risk and subject to the terms and conditions of use for such websites. We do not endorse any product that may be advertised or referenced on our Website.

## **Links to Our Website**

We do not generally object to links to this Website from third-party websites. There are certain conditions, however, that you must follow to link to our Website:

Unless we enter into a specific written linking agreement with you, you may not use any of our names, logos, designs, slogans, product trademarks or service marks in or with your links, except that you may link to our site using the plain text name of SeniorNavigator®.

Do not present the link to our Website in any way that suggests that we have any relationship or affiliation with your site or that we endorse, sponsor or recommend the information, products or services on your site. Do not use any of our names, logos, designs, slogans, product trademarks or service marks in any advertising, publicity, promotion, or in any other commercial matter without the prior express written permission for a particular use from us.

You may only link to the home page/first page of our Website.

Do not incorporate any content from the SeniorNavigator® Website into your website (e.g., by in-lining or framing).

Do not use any of our names, logos, designs, slogans, product trademarks or service marks, or any other words or codes identifying our Website, in any "metatag" or other information used by search engines or other information location tools to identify and select websites, without our express written permission.

## **Indemnity**

You agree to defend, indemnify and hold harmless SeniorNavigator®, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, actions or demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees, including without limitation our reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use or your use of the Website, including any use of the Content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **No Extraterritoriality**

We are based in Richmond, Virginia, in the United States of America. We make no claims that the Content is appropriate for, or may be downloaded by, persons residing outside of the United States of America. Access to our Website and the Content may not be legal by certain persons in certain countries. If you access this Website from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

### **Jurisdiction and Other Issues**

You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with us, including without limitation any claim involving SeniorNavigator® or its affiliates, subsidiaries, licensors, employees, contractors, officers, directors, telecommunication providers and content providers: (i) you submit to the jurisdiction of the courts of the City of Richmond, Virginia, including, without limitation, the United States District Court for the Eastern District of Virginia, Richmond Division, or the Circuit Court of the City of Richmond, Virginia, and (ii) you irrevocably waive any objection that you may have at any time to the venue of any suit, action or proceeding arising out of or relating hereto brought in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in

any such court, that such court does not have jurisdiction over you.

You agree that these Terms of Use, as well as any suit, action or proceeding arising out of or in connection with any dispute with us, including without limitation any claim involving SeniorNavigator® or its affiliates, subsidiaries, licensors, employees, contractors, officers, directors, telecommunication providers and content providers, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia in all matters, including, without limitation, its validity, construction, interpretation and performance, without regard to provisions regarding conflicts of law.

If any provision of these Terms of Use is found to be invalid by any court having jurisdiction to make such a determination, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

The headings of the various sections of this Agreement have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.

### **Complete Agreement**

Except as expressly provided in a particular "legal notice" on our Website, these Terms of Use constitute the entire agreement between you and us with respect to your use of our Website and Content. Your use of the Website is also subject to our Privacy Policy, which is incorporated herein by reference.

### **Survivability**

The following provisions of the Terms of Use survive the expiration or termination of the Terms of Use for any reason whatsoever: Liability of SeniorNavigator® and its Licensors, Indemnity, Jurisdiction and Other Issues, Complete Agreement and

Survivability.

Thank you for using our Website. We hope you find it helpful and convenient to use!

Questions or comments regarding this Website should be directed by electronic mail to: [info@seniornavigator.org](mailto:info@seniornavigator.org) or via U.S. mail to SeniorNavigator, 7501 Boulder View Drive, Suite 630, North Chesterfield, Virginia 23225.

Copyright © 2025 SeniorNavigator®. ALL RIGHTS RESERVED.

[View PDF](#)