



Terms of Use

Effective February 19, 2020

By using this website, you are agreeing to Vista Cove at Ranch Mirage's (Vista Cove) Terms of Use.

Agreement to Terms of Use

The following Terms of Use explain Vista Cove's intellectual property rights and govern your use of this Web site. Please read these Terms of Use carefully before using Vista Cove's Web site. Your use of this Web site constitutes your agreement to be bound by all terms. If you disagree with one or more of these terms or find them unacceptable in any way, please do not enter or use our Web site. Any rights not expressly granted herein are reserved to Vista Cove. Dial 911 for Emergency THIS WEB SITE IS NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE, AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER SHOULD DIAL "911" OR AN APPROPRIATE EMERGENCY RESPONDER. VISTA COVE IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO COMMUNICATIONS OR POSTINGS MADE TO THIS WEB SITE.

This Web site is intended and only suitable for individuals aged 17 and above. Some of the content on this Web site may not be appropriate for children. Children under the age of 13 are not permitted to use this Web site. We strongly recommend that children between the ages of 13 and 17 ask for their parent's or guardian's permission before viewing our Web site. Vista Cove hereby disclaims all liability for use by individuals under the age of 17.

Vista Cove reserves the right, in its sole and absolute discretion, to change, modify, update, and interpret this Agreement at any time and you agree to be bound by those changes, modifications, updates and interpretations. You should therefore review these Terms of Use periodically to familiarize yourself with any changes, modifications, updates and interpretations. If you violate any of the Terms of this Agreement, your authorization to use our Web site and the other licenses granted herein terminate automatically.

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect. This Agreement constitutes the entire Agreement between you and Vista Cove applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement. Anything on the Web site inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

Information on this Web site does not Constitute Professional Advice

All data, information, text, graphics, links and other material on Vista Cove's Web site are provided as a convenience to our site visitors. It is for general informational and educational purposes only. Information provided here is not intended to serve as medical or other professional advice and is not to be used for diagnosis or treatment of any condition or symptom. Information provided on the site does not constitute the provision or practice of medical, nursing or professional health care advice or services.

You should consult your physician or other qualified health care provider regarding any specific questions you may have. You should never disregard professional advice or delay in seeking treatment based on the information contained on this site or other Web sites linked to or from it.

Participation in Online Communities, Discussion Boards, and Other Forums

Vista Cove provides opportunities for you to participate in online communities and may host discussion boards, chats and other forums on the Web site. For example, you may participate in our Blog or Facebook Page by writing and/or commenting on our Blog or Facebook Page. If you participate in these programs and post personal information and/or photos, your participation is governed by these Terms of Use. Additionally, you remain responsible for your compliance with other applicable terms and conditions such as those of Instagram. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

If you participate in the Vista Cove online community, discussion board or other forum, you agree that anything you submit is being provided by you voluntarily, on a non-confidential basis and without any compensation due to you and you grant Vista Cove a perpetual, worldwide, royalty-free, transferable and sublicenseable, right and license to use, copy, distribute, modify, create joint and derivative works, your content, postings and Tagged Content in any form or format. You further agree that (a) You will not post, transmit, or link to any material, web sites, Tagged Content or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech. (b) You may only post, upload or transmit photos or materials for which you have the copyright or other permission to distribute electronically citing the original source. You may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights. You agree that any Tagged Content or materials you post or upload will be owned by you or be in the public domain. (c) You may not intentionally post, create, upload or transmit any software or other material which contains a virus or other harmful code or device. (d) You may not solicit other users, or distribute advertising, for products or services through the Web site, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the Web site. (e) If you choose to submit Tagged Content or post items in public or "chat" portions of the Web site, such material, information, photographs and other information you post in these public or group

areas is available to the other individuals using the Web site and Vista Cove does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever. Always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information. (f) You will not post any material that violates any law or regulation. (g) You will not impersonate any other person or use the identity of some other living person. (i) Your postings will truthfully reflect your own experience.

Vista Cove may terminate or restrict your access to any Vista Cove online community, including access through the Web site.

Selection and Removal of Tagged Content

Vista Cove will review Tagged Comment and select certain Tagged Content for posting on our web site; we make no guarantee that your Tagged Content will be posted. Notwithstanding the foregoing, you remain fully responsible and liable for your Tagged Content and its compliance with these Terms of Use, other applicable terms of use and applicable laws. If your Tagged Content is posted to our web site, you may request removal of your Tagged Content by marking it as "private" in your Instagram account.

Monitoring

We have no obligation to monitor any related Web sites, chats, discussion boards or any other materials that you or third parties transmit or post on or to the Web site or related Web sites, if any. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Web site, discussion boards, the chats and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Web site properly, to protect ourselves, our sponsors, and our other clients and visitors, and to comply with legal obligations or governmental requests.

Registering or Creating an Account

This Web site may permit you to "register," "create an account," sign-up to submit Tagged Content, or take similar actions. When and if you take such actions, you agree to: (a) provide true, accurate, complete, and current information (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You acknowledge and agree that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate these terms of use and your use of the Web site if applicable, and Vista Cove is not responsible for the consequences of a breach of this section (for example, if an item is shipped to an outdated address).

As part of the registration process, you may be asked to select a username and password. We may refuse to grant you a username, password and/or domain name

that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is already in current use, is vulgar or otherwise offensive, may cause confusion, or for any other reason as determined by us in our sole discretion. You agree not to transfer or resell your use of or access to the Web site to any third party. If you have reason to believe that your account is no longer secure, you must promptly change your password by immediately emailing us at info@vistacove-rm.com. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD, AND FOR ANY AND ALL ACTIVITIES, WHETHER BY YOU OR ANYONE ELSE (INCLUDING WITHOUT LIMITATION PURCHASES), THAT ARE CONDUCTED THROUGH YOUR USERNAME AND PASSWORD.

Disclaimer

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The information contained on or provided by this Web site is for general educational and informational purposes only. All material on the Web site is provided on an "as is" basis without warranty of any kind, express or implied, including, without limitation, warranties of title or noninfringement or the implied warranties of merchantability or fitness for a particular purpose. Vista Cove is not responsible for any loss or damage resulting from reliance on the information or other content posted on this site or from sites linked to or from this site. Vista Cove does not warrant that the use of this site will be uninterrupted and, although Vista Cove maintains virus protection on this site, it cannot guarantee that this site is free from viruses or other contaminants that may damage your computer or its data. Vista Cove also reserves the right, at any time, at its own discretion to: (1) Change, add or remove portions of the terms and conditions of these Terms of Use; (2) Change or discontinue the Web site in whole or in part, including eliminating or discontinuing any content on or feature of the Web site; (3) Change any prices or fees appearing on or associated with the Web site or for any products or services offered for sale or otherwise available on the Web site including catalogs provided through the Web site; (4) Refuse or cancel any order, at our sole discretion, for any reason; (5) Terminate or restrict any user or account or user for any reason, at our sole discretion.

BY VISITING THIS WEB SITE, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS VISTA COVE, AND ANY AFFILIATED VISTA COVE ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "VISTA COVE PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS AND SETTLEMENT, INCLUDING, WITHOUT LIMITATION, FROM ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY CONTENT, TAGGED CONTENT OR OTHER MATERIALS, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED VISTA COVE OF THE POSSIBILITY OF SUCH CLAIM. THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE WEB SITE AND ANY OF ITS SERVICE IS TO STOP USING THE WEB SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF THE VISTA COVE PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEB SITE OR THE MATERIALS ON THIS WEB SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this Web site, you agree to inform us in writing and to give us thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

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copyright, trademark and other notices and disclaimers; and (3) you do not use the materials in a way that suggests an association with Vista Cove or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: "Copyright © [current year] Vista Cove at Rancho Mirage. All rights reserved." Any other use of the Web site or the information contained here is strictly prohibited. Vista Cove may terminate the above license at any time for any reason. If you breach any of these Terms your license terminates immediately and automatically and without notice. Upon the termination of this license you must stop using this site, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

Copyright Infringement - DMCA Notice

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this Web site infringes a valid copyright owned by you, you (or your agent) may send Vista Cove a notice requesting that the material be removed, or access to it blocked. This request should be sent to: info@vistacove-rm.com; or to: Vista Cove at Rancho Mirage, Attn: Webmaster.70201 Mirage Cove Drive, Rancho Mirage, CA 92270.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has 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 (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Web site should be sent to the address above.

Trademark Notice

Vista Cove names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Vista Cove. All rights are reserved. You are not authorized to use any Vista Cove name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Vista Cove. All other trademarks appearing on the Web site are the property of their respective owners.

Making Purchases

Certain books, products, services, or other items may be advertised or offered for sale on or in conjunction with the Web site. If you wish to purchase an item, you may be asked by Vista Cove or an applicable third party to supply certain information, including, but not limited to, credit card or other payment information. You agree to provide Vista Cove or such third party with information that is truthful, accurate, complete and current, and to comply with the terms and conditions of any agreement that you enter in connection with your purchase of any product or service. Vista Cove is not responsible for any errors in shipping information provided by you or for a non-secure ship-to location. You are responsible for all activity by and charges incurred by users of your account, credit card or other payment mechanism, as well as for paying any applicable taxes. Any pricing of items is subject to change without notice, and any order is not deemed accepted by us until we ship or deliver the product(s) to you. We may correct at any time, including after shipment, pricing or similar errors, including but not limited to typos or outdated pricing.

We reserve the right, without prior notification, to change the descriptions, images or listings of, or links or references to, products and/or services on the Web site (collectively, "Product Offerings"), or to limit the order quantity on any product or service and/or refuse service to you.

Event Calendar

Vista Cove's online Event Calendar provides a listing of Vista Cove-sponsored and other community meetings, gatherings and seminars targeted to both professional and lay audiences. Vista Cove does not guarantee access to any event and reserves the right to cancel any event at any time for any reason. Notice of event cancellations will be posted on the Event Calendar. Whereas, Vista Cove will attempt to send notices of event cancellations to online registrants by sending email to the address provided upon registration, it is each registrant's responsibility to confirm that a specific event is going forward.

Certain events require payment of admission or other fee to attend. If payment for such an event has been received by Vista Cove and the event is subsequently canceled, Vista Cove will return payment. Vista Cove will not be held responsible for payments made to other organizations.

Jurisdiction and Venue

Information provided on Vista Cove's Web site is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

This Web site is a service provided by Vista Cove and does not constitute any contact with any jurisdiction outside the State of California. Use of this Web site is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Web site illegal. Users in such jurisdictions visit and use this Web site entirely at their own risk. Note: the essential

parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the State of California, United States of America. It is governed by and shall be construed under the laws of California, exclusive of any choice of law or conflict of laws provisions. Except as set forth in the Arbitration; Prohibition on Class Actions section below, in any claim or action directly or indirectly arising under this Agreement or related to the Web site, each party irrevocably submits to the exclusive personal jurisdiction of the California State District Court sitting in Riverside County, California or of the United States Court for the District of California. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts. This Web site is intended for a United States audience. If you live outside the U.S. you may see information not approved and/or available in your country.

Arbitration; Prohibition on Class Actions

Any dispute, claim or controversy arising out of or relating to the Web site or this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Rancho Mirage, California before an arbitrator. The arbitration shall be confidential, final, binding, and will proceed according to JAMS Comprehensive Arbitration Rules & Procedures. Arbitrations shall be conducted by a single arbitrator agreed to by the Parties. If the Parties cannot agree upon an arbitrator, each Party shall select a nominator, who must be engaged in the practice of professional arbitration. The two nominators shall appoint a third arbitrator from JAMS who will act as the single arbitrator. Arbitrations will be held at an agreed upon location, or in the absence of such agreement, at the discretion of the arbitrator.

Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Judgment on the award may be entered and enforced in any court having jurisdiction. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the award, or fails to comply with the award, the other Party is entitled of costs of suit including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award. The Parties agree to arbitrate solely on an individual basis, and not part of any collective arbitration.

The Parties agree that any claims arising under or related to this Agreement, the Web site, or the relationship between the Parties shall be brought on an individual basis as described above, and neither party shall participate in any class or collective action. In the event any portion of this Agreement is deemed invalid or unenforceable, then such section is deemed severed and then the remaining portions will remain in full force and effect.

Requests for Information

If you contact Vista Cove and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Privacy Policy.

Vista Cove

While we take reasonable measures to protect the confidentiality of your information, no one can give absolute assurance that all information will remain secure. Under certain circumstances, it is possible that third parties may be able to intrude on the server and view your information. Vista Cove is not responsible for illegal actions of third parties. By submitting information to Vista Cove, you agree that you are aware of these risks. If you do not wish to submit your information electronically, please telephone us at 760-324-4604 or mail a letter request to the following address:

70201 Mirage Cove Drive
Rancho Mirage, CA 92270

Links to Other Web sites

Vista Cove provides links to other Web sites that provide information or services which may be of help to you. Vista Cove provides these links for your convenience only. It is not responsible for the content of these sites or the programs, agencies, or businesses they describe. Vista Cove does not guarantee that these sites will meet your particular purposes.

Vista Cove is not responsible for the content or privacy practices of non-Vista Cove Web sites to which our Web site may link. Please review the privacy policy of such sites before using them.

Downloadable Files and Email

Vista Cove cannot and does not guarantee or warrant that email or files available for downloading from its Web site will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. Vista Cove does not assume any responsibility or risk for damage to your computer or its files related to your use of the Web site.

Read our [Privacy Policy](#).

General

You may not assign any rights or obligations under this Agreement without Vista Cove's prior written consent. Vista Cove may assign all or part of this Agreement.

You agree that any use of this site that is not explicitly authorized is a breach of contract, unauthorized access of a protected computer, and violation of Vista Cove's intellectual property rights including copyright rights, in addition to any and all other claims Vista Cove may have against you.

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Contact Information

You may contact Vista Cove at info@vistacove-rm.com. By telephone at: 760-324-4604 or mail a letter request to the following address:

70201 Mirage Cove Drive
Rancho Mirage, CA 92270

You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.