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If you do not agree to the Terms of Use or the Privacy Policy, you must immediately terminate use of the Sites.

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4. Privacy Policy. For information about THEDACARE's data protection practices and THEDACARE's use and protection of your personal information, please read THEDACARE’s Privacy Policy and Security Policy, which is incorporated into and made a part of these Terms of Use.

5. User Obligations. You warrant that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Sites and not interfere with the use and enjoyment of the Sites by other users or with 's operation and management of the Sites.

6. In addition you also agree that you will not use our Sites to:

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   b. upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto, that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
c. upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

d. upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and,

e. intentionally or unintentionally violate any applicable local, state, national or international law.

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15. Term and Termination. These Terms of Use will take effect at the time you begin using the Sites. The THEDACARE reserves the right, with or without notice, at any time and for any reason to deny you access to the Sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the THEDACARE Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Sites, including any THEDACARE Content, in your possession.

16. Governing Law. These Terms of Use and all matters regarding your use of the Sites shall be governed by, construed in accordance with, and enforced under the laws of the State of applicable to contracts made and executed and wholly performed in the State of Wisconsin, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

17. Waiver and Severability. The failure of to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

18. Complete Agreement. These Terms of Use, together with any revisions, constitute the entire agreement between you and THEDACARE relating to the Website and its use by you, and supersedes any previous written or oral
communication regarding use of the Website. The Website is intended to be consistent with and in furtherance of THEDACARE policies adopted by THEDACARE, and in particular the Privacy and Security Statement.

19. Contact Information. If you have any questions or concerns regarding these Terms of Use or the Sites, please visit: thedacare.org/about-us/contact-us/

20. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Sites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

21. Use of Websites and Content outside of the United States. THEDACARE makes no claims regarding access or use of the Sites or the THEDACARE Content outside of the United States. If you use or access the Sites or the THEDACARE Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

22. The THEDACARE provides opportunities for user interaction within its Sites and social media profiles on sites such as Facebook, Twitter, LinkedIn, and various blogging sites. On those social media profiles, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views or content contained therein. The THEDACARE is not responsible for content or links posted by others.

23. User Generated Content. We welcome your views, comments and other communications, pictures, trackback URLs, or videos on our Sites which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content (“User Content”). By contributing User Content to any of the Sites or social media profiles, users understand and acknowledge that this information is available to the public and grant the THEDACARE a nonexclusive license to display, reproduce, transmit, modify such User Content and that the THEDACARE may use the User Content for internal and external marketing purposes. You are solely responsible for the User Content you submit. If you believe any User Content infringes on your proprietary rights, contact the THEDACARE’s Copyright Agent as identified in these Terms of Use. The THEDACARE does not approve, endorse, or adopt any User Content, and the THEDACARE assumes no liability for any User Content submitted by you or others. You agree to indemnify the THEDACARE against all claims and liabilities resulting from User Content. Users who do not wish to have information they have made available via these sites used, published, copied and/or reprinted, should not post on the social media profiles. Please note that other participants may use posted information beyond the control of the THEDACARE. All user content is read at your own risk, and the THEDACARE recommends that you not rely on the information or advice in any of these postings.

The THEDACARE retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. The THEDACARE also retains the right to ban or block a user from posting on THEDACARE social media profiles without notice for a pattern of inappropriate postings or as it deems necessary. All user content must comply with the THEDACARE Code of Conduct.

You acknowledge, consent and agree that the THEDACARE may access, preserve and disclose your account information and the User Content you have posted by Users of the Services if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the sole opinion of the THEDACARE to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Administrators, its Users and the public.

24. Other Terms of Use/Services. On sites not operated by the THEDACARE, you are also subject to the Terms of Service (TOS) of that host site. Information (comments, photos, videos, etc.) you share with or post to THEDACARE social media profiles is also subject to the TOS of the host site and may be used by the owners of the host site for their own purposes under the host site’s TOS. For more information, consult the host website’s TOS.