

Legal & Disclaimer

....PRIVACY POLICY / TERMS OF USE / LEGAL DISCLAIMER (MountOliver.us) . .Legal Restrictions and Terms of Use Applicable to this Website Use of MountOliver.us signifies your agreement to these Terms of Use. Please read these terms and conditions carefully before using MountOliver.us. These Terms of Use constitute a legal agreement between you and the MountOliver.us. You must accept without modification all of the terms, conditions, and notices contained in these Terms of Use in order to access and use this website. If you do not accept these Terms of Use in their entirety, you may not access or use this website.. I. ABOUT THIS PRIVACY POLICY AND USING OUR SITE AND TOOLS.This Privacy Policy applies to the MountOliver.us website, information as provided by MountOliver.us, and its subsidiaries. Within this privacy policy, the name “MountOliver.us” pertains to any and all websites hosted and/or operated by MountOliver.us, including co-branded, product and divisional websites..The MountOliver.us website contains links to other sites. Once you enter another website, be aware that MountOliver.us is not responsible for the privacy practices of such other sites. We encourage you to look for and review the privacy statements of each and every website that you visit through a link on MountOliver.us. We hope that reading our Privacy Policy gives you a clear idea of how we manage information about you..While you may use some of the functionality of MountOliver.us without registration, many of the specific tools and services on our website require registration. If you use our website without registering, the only information we collect will be Non-Personal Information through the use of Cookies or Web Beacons. If you choose to register with our website for certain services, we require you to submit Personally Identifiable Information. Depending on the tool or service you have selected, we may also collect Personal Health Information. You are responsible for ensuring the accuracy of the Personally Identifiable Information and Personal Health Information you submit to MountOliver.us. Inaccurate information will affect the information you receive when using our site and tools and our ability to contact you as contemplated in this Privacy Policy. For example, your email address should be kept current because that it is how we communicate with you. .II. NON-PERSONAL INFORMATION WE COLLECT ABOUT YOU

Even if you do not register with MountOliver.us, we collect Non-Personal Information about your use of our website, special promotions and newsletters.

- A. Cookies

We collect Non-Personal Information about your use of our website and your use of the websites of selected sponsors and advertisers through the use of Cookies. MountOliver.us assigns every computer a different Cookie. The information collected by Cookies (i) helps us dynamically generate advertising and content on web pages or in newsletters, (ii) allows us to statistically monitor how many people are using our website and selected sponsors' and advertisers' sites, (iii) how many people open our emails, and (iv) for what purposes these actions are being taken. We may use Cookie information to target certain advertisements to your browser or to determine the popularity of certain content or advertisements. Cookies are also used to facilitate a user's log-in, as navigation aides and as session timers, but not to retain Personal Health Information about you. Cookies used by MountOliver.us are also used to restrict underage use of the tools.

- Your browser software can be set to reject all Cookies. Most browsers offer instructions on how to reset the browser to reject Cookies in the "Help" section of the toolbar. If you reject our Cookies, certain of the functions and conveniences of our website may not work properly but you do not have to accept our Cookies in order to productively use our site. We do not link Non-Personal Information from Cookies to Personally Identifiable Information without your permission and do not use Cookies to collect or store Personal Health Information about you.

- B. Web Beacons

We also may use Web Beacons to collect Non-Personal Information about your use of our website and the websites of selected sponsors and advertisers, and your use of special promotions or newsletters. The information collected by Web Beacons allows us to statistically monitor your usage of our websites.

- Our Web Beacons are not used to track your activity outside of our websites. We do not link Non-Personal Information from Web Beacons to Personally Identifiable Information without your permission and do not use Web Beacons to collect or store Personal Health Information about you.III. PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT ABOUT YOU

We collect Personally Identifiable Information that you provide to us when you register as a member of MountOliver.us and/or when you update your member profile. We use the Personally Identifiable Information that you provide to respond to your questions, provide you the specific services you select, send you emails about website maintenance and updates, and inform you of significant changes to this Privacy Policy.

- A. Emails You Send to MountOliver.us

- This Privacy Policy does not protect you when you send content, business information, ideas, concepts or inventions to MountOliver.us by email. If you want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them in an email to MountOliver.us. We try to answer every email within 48 business hours, but are not always able to do so.

- B. Website Registration and Interactive Tools on MountOliver.us

- After you have registered as a member of MountOliver.us, you may choose to use certain interactive content, tools and services that may ask you to voluntarily provide other types of information about yourself including Personal Health Information.

- C. Children

We are committed to protecting the privacy of children. We do not collect Personally Identifiable Information from any person we actually know is under the age of 13. A parent or guardian is solely responsible for providing supervision of the minor's use of MountOliver.us. The parent or guardian assumes full responsibility for ensuring that the registration

information is kept secure and that the information submitted is accurate. The parent or guardian also assumes full responsibility for the interpretation and use of any information or suggestions provided through MountOliver.us for the minor. MountOliver.us does not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18, you may use MountOliver.us only with the involvement of a parent or guardian.

- D. Market Research

From time to time the MountOliver.us marketing department, or operations contractors acting on its behalf, may conduct online research surveys in order to gather feedback about our site through email invitations, pop-up surveys or online focus groups. When participating in a survey, we may ask you to submit Personally Identifiable Information. This Personally Identifiable Information is used for research purposes, and is not used for sales solicitations. When a third party sponsors a survey, Aggregate Information of the survey results is reported to the sponsor. Aggregate data does not contain any information that could be used to contact or identify you. Personally Identifiable Information collected through market research will only be used by MountOliver.us and its operations contractors and will not be given or sold to a third party without your consent.

IV. DISCLOSURE OF YOUR INFORMATION

Except as set forth in this Privacy Policy or as specifically agreed to by you, MountOliver.us will not disclose any Personally Identifiable or Personal Health Information it gathers from you on our website. We will only release Personally Identifiable or Personal Health Information to third parties: (1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order; or (2) in special cases, such as a physical threat to you or others. In the event that we are legally compelled to disclose your Personally Identifiable or Personal Health Information to a third party, we will attempt to notify you unless doing so would violate the law or court order. In addition, we may disclose Personal Information as described below.

.MountOliver.us operations and maintenance contractors sometimes have limited access to your Personally Identifiable Information in the course of providing products or services to MountOliver.us. These contractors include vendors and suppliers that provide us with technology, services, and/or content related to better operation and maintenance of our website. Access to your Personally Identifiable Information by these contractors is limited to the information reasonably necessary for the contractor to perform its limited function for MountOliver.us. We also contractually require that our operations and maintenance contractors:

- protect the privacy of your Personally Identifiable Information consistent with this Privacy Policy
- not use or disclose your Personally Identifiable Information for any purpose other than providing us with products and services.

V. HOW MountOliver.us HANDLES PRIVACY AND SECURITY INTERNALLY

Listed below are some of the security procedures that MountOliver.us uses to protect your privacy:

- Requires both a personal username and a password in order for users to access their Personally Identifiable Information or Personal Health Information.
- Uses firewalls to protect information held in our servers.
- Utilizes encryption in transmitting Personally Identifiable Information to our servers.
- Closely monitors the limited number of MountOliver.us employees who have potential access to your Personally Identifiable Information.
- Requires all MountOliver.us employees to abide by our Privacy Policy and be subject to disciplinary action if they violate it.
- Backs-up our systems to protect the integrity of your Personally Identifiable and Personal Health Information.
- Provides secure messaging within the MountOliver.us so that information related to your personal health is sent through a secure, encrypted connection.
- All credit card transactions are processed through QuickBooks Credit Card Processing. Your information is encrypted via a "key"; encryption and decoded at QuickBooks Credit Card Processing, which allows them to process and authorize your information.

- Despite MountOliver.us's efforts to protect your Personally Identifiable Information and Personal Health Information, there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the Internet will be intercepted.

VI. UPDATING YOUR INFORMATION AND CONTACTING MountOliver.us

- A. Updating Your Personally Identifiable Information

MountOliver.us pages that collect and store self-reported data allow you to correct, update or review information you have submitted by going back to the specific page, logging-in and making the desired changes.

- B. Removing your Personal Information

If you have a complaint or problem, including removing your information from our systems, please email us at MountOliver.us. Our customer service department will forward your complaint to the appropriate internal MountOliver.us department for a response or resolution. We try to answer every email within 48 business hours, but may not always be able to do so. If you do not receive adequate resolution of a privacy related problem, you may write to MountOliver.us at:

- .
- Borough of Mount Oliver
- 150 Brownsville Road
- Mount Oliver, PA 15210-2165
- .

- C. Limitations on Removing or Changing Information

Upon your request, we will delete your Personally Identifiable or Personal Health Information from our active databases and where feasible from our back-up media. You should be aware that it is not technologically possible to remove each and every record of the information you have provided to MountOliver.us from our servers.

VII. DISCLAIMER OF

MEDICAL LIABILITY FOR INFORMATION/CONTENTThe information contained in the MountOliver.us site is provided for educational value only and is not intended to be used as medical advice or as a substitute for a call, visit, or consultation with your physician or healthcare professional. The information contained on this site does not cover every physical condition, disease, ailment or treatment. All information, including advisories and drug interaction monographs, should only be used under the direction of a physician or healthcare professional. Any alerts that are generated as a result of data that the user enters are intended for educational use only. Alerts are not guaranteed to be either exhaustive or accurate and should never be used as the basis for any medical decision. Similarly, absence of an alert does not guarantee that data entered is "normal", or that drugs do not interact, or that the drugs you record are appropriate to treat the conditions you record. Nor does absence of an alert imply that the conditions you record do not require the review and attention of a physician. You should never disregard or delay seeking medical advice because of something that you have read here. MountOliver.us, and the third parties from which senior living guide licenses data and information, do not recommend, endorse, or assume liability for the accuracy, reliability, completeness, timeliness, or usefulness of any of the information, content, services, or advertisements, discussed on this site. All opinions expressed on this site are the opinions of their respective authors only. MountOliver.us does not endorse or recommend any specific test, procedure, or product mentioned on this site. Any reliance on information provided on this site is at your own risk. MountOliver.us assumes no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instructions contained on this site. You assume full responsibility for the use of educational information contained on this site.

.VIII. COPYRIGHT AND TRADEMARK NOTICES.All contents of the MountOliver.us Site are Copyright © 2011 - 2012 MountOliver.us and/or MountOliver.us's suppliers. All rights reserved. Notice of Copyright shall be included on the bottom of any page published and shall apply to Content specifically developed by or for MountOliver.us. Copyright Notice does not imply ownership of submitted Content by outside parties. In such cases, the Copyright Notice shall apply to the page in its totality including layout, color scheme, graphics, and general format of the Content within the scope of the page(s)/site. Copyright Notice also applies to the general structure of the site including layout, category development, navigational structure, and inclusion of non-owned Content or code sequence within or as a structural component of the site.

IX. INDEMNITY You agree to defend, indemnify and hold harmless MountOliver.us, and its subsidiaries, affiliates, officers, employees and agents harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your use of this Site (or any other person accessing this Site using your account), any Submission or User Content you post, email or transmit to or through this Site, your violation of the Terms of Use, or your violation of any third party rights. Applicable Law: This Site shall be governed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law rule that might result in the application of the laws of any other jurisdiction. Any action arising against the MountOliver.us shall be brought in Allegheny County, Pennsylvania. In the event suit is brought with respect to this Site, the Borough of Mount Oliver shall be entitled to costs and attorney's fees.

X. DISCLAIMER OF WARRANTIES AND LIABILITY MountOliver.us, makes no representations or warranties of any kind, express or implied, as to the operation of this site, its contents, any information made available on this site, materials, products or services offered on this site. Except for certain limited warranties offered to registered users of MountOliver.us, disclaims all warranties, either express or implied, including but not limited to, implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. Furthermore, MountOliver.us, does not warrant the accuracy or completeness of any information at this site and may make changes to the information at this site, including to the products and prices described at this site, at any time without prior notice to users of this site. Information at this site is periodically updated and may not be current at the moment you visit the site and may contain errors. MountOliver.us and its service providers do not warrant that use of this site will be uninterrupted, secure or error-free, that messages or requests will be delivered, that defects will be corrected, or that this site or the server that makes it available are free from viruses or other harmful components or that personal information that you choose to enter into the health feature of this site, including information as to health conditions, history and treatments may not, despite the security measures employed by the Borough of Mount Oliver, be accessed by third parties and used by them for purposes not intended or controlled by either you or MountOliver.us.