# Website Terms of Use

**Updated: 2/2023** 

**BEFORE USING THIS SITE, PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE AND PRIVACY POLICY.** By using this site, you are deemed to have agreed to these terms and conditions of use and privacy policy. We reserve the right to modify them at any time. You should check these terms and conditions periodically for changes. By using this site after we post any changes to these terms and conditions, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms and conditions of use please do not use this site.

# Terms of Use

These terms and conditions apply to your use of all of the sites and services owned or operated by Attleboro Women's Health Center, and affiliated organizations and any other site that we have owned or operated, do own and operate or may own or operate in the future (collectively, the "Sites").

# **General Guidelines**

Every reasonable attempt is made for accuracy, but some information specified in or accessible through the Sites is compiled or produced by someone other than and beyond the control of our staff and may not be fully complete or accurate. Consequently, we cannot and do not endorse or represent the reliability or accuracy of all of the content or information distributed through or accessed from the Sites. You hereby agree that your reliance upon any content or information distributed through or accessed from the Sites is at your sole risk.

# Links

These terms and conditions apply only to our Sites, and not to the sites of any other companies or organizations, including those to which any of the Sites may link. We are not responsible for the availability of any other site to which any of the Sites links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. We are not responsible for the content of any sites which may be linked to our Sites. These links are provided for your convenience only and you access them at your own risk.

# Copyright

We respect the intellectual property rights of others, and require that the people who use the Sites do the same. In appropriate circumstances, we will terminate the registration of any user who engages in any activity which may infringe on the intellectual property rights of others, including copyrights. All text, graphics, video, source code, and editorial content on Sites are proprietary to our organization. These materials are protected by U.S. copyright and, except those items acknowledged as proprietary to others, may not be used, copied, transmitted, or reproduced in whole or in part without the express written consent of our organization. Use of any of our text,

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# **Disclaimers**

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# **Limitation of Liability**

Under no circumstances, including but not limited to negligence, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the sites, or any products or services provided pursuant to the sites, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the sites.

#### Indemnification

You agree to defend, indemnify, and hold our organization and all our affiliates, employees, directors, officers, agents, material or communication providers, and internet service providers harmless from any and all losses, liabilities, claims, expenses, and damage awards, including, but not limited to attorneys' fees, that arise from any claim, action, or demand, by your use of or in connection with submission, transmission, posting, broadcast, or other communication with or to the Sites.

#### Warranties

The reference materials and information contained in the Sites are intended only for your personal information. We make no representations or warranties about the Sites's content or the information or other material accessed through the Sites.

# Information Obtained Through the Sites Does Not Constitute Medical, Legal, or Other Professional Advice

The information contained in these Sites or transmitted to you electronically in response to a message from you is not intended nor implied to constitute medical advice, diagnosis, or treatment. Always visit or speak to a qualified health service provider in person prior to starting any new treatment or with any questions you may have regarding a medical condition. These Sites do not directly or indirectly practice medicine or dispense medical advice as part of this service. In addition, nothing contained in these Sites is intended to be or constitutes legal advice, and users should always seek the advice of an appropriate attorney or other professional regarding individual questions or concerns of a legal or professional nature. We assume no liability for any diagnosis, treatment, decision made, or action taken in reliance upon information contained in these Sites or any other internet sites linked to it in any way.

#### **Parental Permission**

Some of the information available on the Sites concerns the topic of sex and may not be appropriate for children. Further, the Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access.

#### **Uniform Disclosure Statement**

Our organization is recognized by the IRS as a ministry exempt from taxation under Section501(c)(3) of the Internal Revenue Service Code, and gifts are tax deductible to the extent allowed by law.

# **Digital Millennium Copyright Act Notices**

As required by Section 512(c)(2) of Title 17 of the United States Code, if you believe that any material on the Sites infringes your copyright, you must send a notice of claimed infringement to us at the following address:

Name of Agent Designated to Receive Notification of Claimed

Infringement: Executive Director

Address: 152 Emory St., Unit 4, Attleoro, MA 02703 Telephone Number: 508-455-0172

E-mail: <u>Director@ahprc.org</u>

To be effective, Section 512(c)(3)(A) of Title 17 of the United States Code requires that your notification of claimed infringement be a written communication and that it include certain elements explained therein. Please check the statute for more details.