

Rx Compassion, Inc. Terms & Conditions

Last Revised: November 1, 2021

Your use of <https://compassionateobgyncaare.com/> or other related sites, including but not limited to the mobile version of <https://compassionateobgyncaare.com/> (collectively, the "Sites") operated by Compassionate OB-GYN Care, PLLC. and Rx Compassion Inc. ("we", "us" or "our") that post a link to these terms of use ("Terms") or use of any of the services offered on the Sites (collectively, the "Services") is subject to these Terms. We may modify these Terms at any time without notice to you by posting revised versions of the Terms on our Sites. Your use of these Sites and any Services constitutes your binding acceptance of these Terms and Rx Compassion's Privacy Policy, including any modifications that we make.

Your use of our Sites constitutes your acceptance of these Terms. If you do not agree to these Terms, do not use this website.

Content on Our Sites

Our Sites include a combination of content that we, our users and other third parties create (collectively, the "Content"). All of the Content available through the Sites including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, is trademarked or copyright protected. You may not use, store, display, modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on the Sites in whole or in part. If you would like to request permission to use any of the content on the Sites, please contact us at staff@compassionateobgyncaare.com.

Posting and Transmitting Content

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit, or otherwise make available on the Sites ("Your Content"). By way of example and not as a limitation, the following Content is prohibited:

- copyrighted material and trademarks that are used without the express permission of the owner;
- advertisements, promotions, solicitations or offers to sell any goods or services for any commercial purpose;
- content in which you impersonate another person or entity;
- content that, in the sole opinion of COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC., is pornographic, sexually explicit or obscene;
- content that, in the sole opinion of COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC., exploits children or minors;

- content that COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. has reason to believe was posted for malevolent purposes, including libel, slander, defamation or harassment;
- content that COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC., in its sole opinion, deems offensive to the Site community, including, but not limited to, blatant expressions of bigotry, prejudice, racism, hatred or profanity;
- content that could be construed as electioneering, political advocacy or participation in campaign activity, including but not limited to providing information about a specific political candidate and/or a candidate's position on specific issues;
- content promoting or providing instructional information about illegal or illicit activities; or
- content that transmits or contains viruses, corrupted files, or any similar element.

We may from time to time, examine the Content on the Sites. We have the right, but not the obligation, to remove any Content that may, in our sole discretion, violate these Terms or that is otherwise objectionable. Nonetheless, you understand that by using the Sites, you may be exposed to Content that you find offensive or objectionable. Your use of the Sites constitutes your acknowledgment that you bear all risks associated with using that Content.

We are not responsible for the loss, deletion, failure to store, misdelivery, or untimely delivery of any Content submitted to or transmitted through the Sites.

You may not use the Sites in any manner that interferes with our normal operations or with the use and enjoyment of another user. You may access the Sites and the Content only through the interfaces provided by us. You agree to use the Sites and the services only for their intended lawful purpose and in accordance with applicable laws.

Grant of License

You certify that you own all intellectual property rights in Your Content. When you post or transmit Your Content on or through the Sites you grant COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on the Sites, (ii) distributing Your Content, either electronically or via other media, to users seeking to download or otherwise acquire it, and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

Conduct on Our Sites

If we request registration information from you, you will provide us with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else, and you may not use another person's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and the software underlying the Sites and the Services is the property of COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. and our contractors. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Sites or the Services. You agree not to modify the software underlying the Sites in any manner or in any form or to use modified versions of such software, including, without limitation, for the purpose of obtaining unauthorized access to the Sites.

Without limiting the foregoing, you agree that you will not use our Sites to take any of the following actions:

- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- publish, post, upload, email, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Sites, any software or hardware, or telecommunications equipment;
- advertise or offer to sell any goods or services for any commercial or other purpose;
- transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- download any file that you know or reasonably should know cannot be legally obtained in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- restrict or inhibit any other user from using and enjoying any public area within the Sites;
- collect or store personal information about other end users;
- interfere with or disrupt the Sites, servers, or networks;
- impersonate any person or entity, including, but not limited to, a COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or manipulate identifiers or other data in order to disguise the origin of any Content transmitted through the Sites or to manipulate your presence on the Sites;

- take any action that imposes an unreasonably or disproportionately large load on our infrastructure; and
- engage in any illegal activities.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from the Sites, deny you access to the Sites, or employ any combination of these options.

Unauthorized access to the Sites is a breach of these Terms and a violation of the law. You agree not to access the Sites by any means other than through the interface that is provided by COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. for use in accessing the Sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Sites, except those automated means that we have approved in advance and in writing.

Use of the Sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Sites.

Our Rights

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions, in our sole discretion, at any time and for any reason without giving you any prior notice:

- restrict, suspend, or terminate your access to all or any part of our Services if you fail to abide by these Terms of Use;
- change, suspend, or discontinue all or any part of our Services;
- refuse, move, or remove any content;
- refuse to register any user name that may be deemed offensive;
- establish general practices, fees and policies concerning the Sites and the Services we provide.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages from us and that these communications are considered part of the Services. You will be able to opt out of receiving these messages.

The Sites Do Not Provide Professional Advice

The Sites are intended to provide general information about COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC., its mission and the agencies which we support and to provide individuals with an online community for the sharing of ideas. The Sites are not engaged in the provision of professional advice or information. Content posted on the Sites should be considered as opinion only and should not be taken as a substitute for, without limitation, legal, medical or other professional advice from a qualified service provider. Always seek the direct advice of your physician or another health care professional in connection with any questions you may have regarding your own health or the health of your family members. We make no representations or warranties concerning any action taken by any person in reliance on the information provided through the Sites. We will not be liable for any damages that may result, including but not limited to direct, indirect, consequential, special or other damages or economic loss, illness, injury or death.

Registration and Account Responsibility

Registration on the Sites is available to anyone 13 years of age or older who truthfully and accurately provides all required information, including a legitimate email address, and who obtains a unique username and password. The Services are not intended for children, and therefore persons under the age of 13 may not register. You must register in order to post messages in the community forum.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Furthermore, you are strongly advised to maintain and to protect your privacy by choosing carefully what personally identifiable information you include in Your Content.

We utilize email to communicate with our users about service-related matters. In addition, you may receive email communications from third parties if you utilize a third-party service provided through the Sites. We may also contact you via email to notify you about special events available to registrants of the Sites. By becoming a registrant of the Sites, you consent to the receipt of these communications.

Third-Party Sites, Products, and Services

The Sites provide access and contains links to third-party Internet sites and services. Inclusion of these links on the Sites does not constitute our endorsement of the materials on those third-party sites and does not signify any association with the owners or operators of those third-party sites and services. Your use of such third-party sites and services is subject to the terms and conditions set by the third-party site or service in question. We have no control over these third parties, and we are not responsible for their activities.

We do not sell, resell, or license any of the products or the services related to any such third-party sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, remain solely between you and that third party. You agree that we will not be responsible for or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.

Linking to <https://compassionateobgyncaare.com/>

COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. permits third party web sites to link to subject to the third party's compliance with the following conditions:

A site that links to :

- May link to, but not replicate, content contained in the Website;
- Must not create a border environment or browser around content contained in the Website;
- Must not misrepresent COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. 's relationship with the linker;
- Must not imply that COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. is endorsing or sponsoring the linker or the linker's services or products;
- Must not use COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. 's logos or trade dress without prior written permission from COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC.;
- Must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages;
- Must not contain materials that would violate any laws;
- Must agree that the link may be removed at any time upon COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. 's request pursuant to COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. 's reserved rights to rescind its consent to allow the link.

Privacy Policy

All of the information that we collect from you, such as registration and credit card information, is subject to our Privacy Policy.

Disclaimers

We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our sites. We disclaim any responsibility for any service outages that are caused by our maintenance on the servers or the technology that underlies the Sites, failures of our Service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

WE DO NOT WARRANT THAT THE SITES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON THE SITES. THE SITES AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. WE MAKE NO WARRANTIES THAT (i) THE SITES WILL MEET YOUR REQUIREMENTS, (ii) THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS WILL BE CORRECTED. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITES, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SITES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT. IN ADDITION, WE DO NOT GUARANTEE THE ACCURACY, INTEGRITY, OR QUALITY OF THE CONTENT ON THE SITES, AND YOU MAY NOT RELY ON ANY OF THIS CONTENT. WITHOUT LIMITATION, WE ARE NOT RESPONSIBLE FOR POSTINGS BY USERS IN THE USER OPINION, BLOG BOARD, OR FEEDBACK SECTIONS OF THE SITES.

WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS

OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THAT OF OUR THIRD-PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification

By utilizing the Sites, you agree to indemnify, defend and hold COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. and all of its officers, directors, employees, agents, information providers, and licensors (collectively, the "COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. Parties") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of:

- your use of the Sites;
- any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
- the content, the quality, or the performance of content that you submit to the Sites;
- your connection to the Sites;
- your violation of these Terms; or
- your violation of the rights of any other person or entity.

You also agree to take sole responsibility for any royalties, fees or other monies owed to any person by reason of any content you post or transmit through the Sites or by reason of the Services we provide.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

Governing Law

By visiting or using the Sites, you agree that the laws of the State of New York, without regard to principles of conflicts of law, will govern our Privacy Policy and these Terms and any dispute of any sort that might arise between you and COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. You agree that any action at law or in equity that arises out of or relates to any use of the Sites will be filed only in the state or federal courts located in New York County, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Copyright Policy and Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available through the Sites by third parties who are not under our control. COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. respects the copyright interests of others and, as such, requires our users to comply with all Terms regarding copyrights. It is our policy to terminate user accounts for failure to comply with our copyright policy.

If you believe that any Content shown on or transmitted through the Sites violates these Terms or your copyright please report the violation. In the case of a copyright violation please provide the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Sites (including the exact URL);
- an address, a telephone number, and an email address where we can contact you and, if different, an email address where the alleged infringing party, if not COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC., can contact you;
- a statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law; and
- a statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.

All notices should be sent to our designated agent as follows:

Legal Department
COMPASSIONATE OB-GYN CARE,
302 East 30th St., Ground Floor, New York, NY 10016

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove allegedly infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove the Content of both parties.

Miscellaneous

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Sites or delivering them to you through email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or these Terms must be filed within six (6) months after such claim or cause of action arose or it will be forever barred.

All registrations and donations made through our Sites are generally non-refundable and non-transferable.

These Terms, including the Privacy Policy and all terms, conditions, and policies that are incorporated into these Terms by reference, constitute the entire agreement between you and COMPASSIONATE OB-GYN CARE, PLLC. AND RX COMPASSION INC. and govern your use of the Sites, superseding any prior agreements that you may have with us.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in full force and effect.