

**BEFORE USING THIS SITE, PLEASE CAREFULLY READ 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 were last updated on and are effective as of April 17, 2024.

### **Contact Us**

If you have any questions about this document, please contact us at 703-354-7272.

This contract covers the terms and conditions that apply to your use of all the sites and services owned or operated by the (*pregnancy center name*) 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"). By using this website, you are agreeing to these terms.

### **Governing Law**

The terms of use and privacy policy set forth in the sites is governed and interpreted under the laws of the United States of America and the State of Virginia, without giving effect to its conflicts of law's provisions. If any portion is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. At our sole discretion, we can replace or amend such provisions with another provision. This sets forth the entire understanding and agreement between us concerning the sites and any materials, communications, transmissions, or posting to the sites.

### **Changes to the Terms**

We reserve the right to revise the policy at any time by updating this posting. You agree to be bound by any such revisions should periodically read and review the same.

If we change our policies, we will post those changes to this statement, the home page, and/or other places we deem appropriate, so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

### **Privacy Policy**

We are committed to protecting the privacy and security of our site users. Please see our privacy policy, which will advise you about how we protect your personal information and your choices concerning our use of such information. By using our sites, you consent to process your information as set forth in this privacy policy, now and as amended by us.

## **Disclaimers**

The services, products, and materials on this site are provided "as is" and without express or implied warranties. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Neither we nor our respective licensors or suppliers warrant that any functions contained in the sites will be uninterrupted or error-free, that defects will be corrected, or that the sites or the server that makes them available are free of viruses or other harmful components. Neither we nor our respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products, or materials on this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or respective licensors or suppliers) assume the entire cost of all necessary servicing, repair, or correction to your system. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

## **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.

## **Warranties**

The reference materials and site information are intended only for your personal information. We make no representations or warranties about the site's content, information, or other material accessed through the sites. **Information Obtained Through the Sites Does Not Constitute Medical, Legal, or Other Professional Advice.**

## **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 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 the submission, transmission, posting, broadcast, or other communication with or to the sites.

The information on these sites or transmitted electronically in response to your message is not intended nor implied to constitute medical advice, diagnosis, or treatment. Always visit or speak to a qualified health service provider in person before starting any new treatment or with any questions 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.

### **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 site's 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 can 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. 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. Our text, graphics, video, source code, and editorial content not explicitly authorized for any reason or purpose is strictly prohibited. Unauthorized use of the text, graphics, video, source code, and editorial content may violate trademark, copyright, civil and criminal statutes, and privacy and publicity laws. Unless we say otherwise, you may access the materials within the sites only for personal use. When you download copyrighted material, you do not obtain any ownership rights in that material. We reserve all rights under United States and international laws.