

# TERMS OF USE

## **AGREEMENT BETWEEN USER AND AAA Pregnancy Resource Center**

The AAA Pregnancy Resource Center Website is comprised of various Web pages operated by AAA Pregnancy Resource Center.

The AAA Pregnancy Resource Center Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of AAA Pregnancy Resource Center Website constitutes your agreement to all such terms, conditions, and notices.

## **MODIFICATION OF THESE TERMS OF USE**

The AAA Pregnancy Resource Center reserves the right to change the terms, conditions, and notices under which The AAA Pregnancy Resource Center Website is offered, including but not limited to the charges associated with the use of The AAA Pregnancy Resource Center Website.

## **LINKS TO THIRD PARTY SITES**

The AAA Pregnancy Resource Center Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of AAA Pregnancy Resource Center and AAA Pregnancy Resource Center is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. AAA Pregnancy Resource Center is not responsible for webcasting or any other form of transmission received from any Linked Site. AAA Pregnancy Resource Center is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by AAA Pregnancy Resource Center of the site or any association with its operators.

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## **USE OF COMMUNICATION SERVICES**

The AAA Pregnancy Resource Center Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

AAA Pregnancy Resource Center has no obligation to monitor the Communication Services. However, AAA Pregnancy Resource Center reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. AAA Pregnancy Resource Center reserves the

right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

AAA Pregnancy Resource Center reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in AAA Pregnancy Resource Center' sole discretion.

You are responsible for protection and maintenance of your login details. AAA Pregnancy Center may choose to assist with recovery of password and/or login information, but retains no liability for failure to provide the same. You agree to comply with user ID terms of use and shall not permit or participate in impersonation of another user. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. AAA Pregnancy Resource Center does not control or endorse the content, messages or information found in any Communication Service and, therefore, AAA Pregnancy Resource Center specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized AAA Pregnancy Resource Center spokespersons, and their views do not necessarily reflect those of AAA Pregnancy Resource Center.

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No compensation will be paid with respect to the use of your Submission, as provided herein. AAA Pregnancy Resource Center is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in AAA Pregnancy Resource Center's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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## **SERVICE CONTACT**

info@carenetberkleydetroit.org

## **TERMINATION/ACCESS RESTRICTION**

AAA Pregnancy Resource Center reserves the right, in its sole discretion, to terminate your access to The AAA Pregnancy Resource Center Website and related services or any portion thereof at any time, without notice.

## **GENERAL**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan, U.S.A. in all disputes arising out of or relating to the use of The AAA Pregnancy Resource Center Website. Use of The AAA Pregnancy Resource Center Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and AAA Pregnancy Resource Center as a result of this agreement or use of The AAA Pregnancy Resource Center Website. AAA Pregnancy Resource Center's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of AAA Pregnancy Resource Center's right to comply with governmental, court and law enforcement requests or requirements relating to your use of The AAA Pregnancy Resource Center Website or information provided to or gathered by AAA Pregnancy Resource Center with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and AAA Pregnancy Resource Center with respect to The AAA Pregnancy Resource

Center Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and AAA Pregnancy Resource Center with respect to The AAA Pregnancy Resource Center Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English.

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

### **REPORTING ABUSE**

Abuse of this website can be reported to: [info@aaaprc.org](mailto:info@aaaprc.org) or 734.425.8060, ext. 202.

Effective Date: January 1, 2020