

## **Together.TakeMeHome.org Website Terms of Use**

*Last Updated: February 28, 2023*

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THESE WEBSITE TERMS OF USE REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, AND INCLUDE A CLASS ACTION WAIVER. THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

We may update these Website Terms of Use at any time. Therefore, we request that you check these Website Terms of Use periodically for changes. As long as you comply with these Website Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

### Medical Warning

This Site has been created by us to provide information about health care and is for general informational purposes regarding health care that should never be construed as specific instructions for individual patients. Nothing on this Site is intended to substitute for proper medical advice, diagnosis, or treatment.

The Services are not appropriate for emergency or urgent medical matters. You agree not to use these services for emergency or urgent medical matters. You agree that for all urgent or emergency matters that you believe may immediately affect your health, you will immediately contact your medical services provider, call 911 or go to an emergency room at a local hospital facility.

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You may use this Site only if you are of legal age to use the services provided on the Site and solely for your own personal, non-commercial use. Subject to your compliance with these Website Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view, download and print the Content (defined below) solely in connection with your permitted use of the Site and solely for your personal and non-commercial purposes. Your use of this Site must be in accordance with all applicable laws. You acknowledge that you do not acquire any ownership rights in this Site or any Content. By using the Site, you also agree to our Privacy Policy.

## Communications

By using the Site, you consent to be contacted by Together TakeMeHome via phone, email, and mail for purposes of providing services and information to you and for purposes of providing you news and other information pertaining to the services. You also authorize Together TakeMeHome to share your contact information with our partners providing services to you and to the public health partners that sponsor the services. You may opt out of communications by contacting us at [support@together.takemehome.org](mailto:support@together.takemehome.org).

## Use of Services and Registration

To use our Services, you will have to complete the registration process. It is important that you provide us with accurate, complete and up-to-date information and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. You are also responsible for maintaining the confidentiality of the credentials that you designate during the registration process for your account, and you are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. You should use particular caution when accessing the Site from a public or shared device so that others are not able to view or record your activity or other personal information.

If you are requesting the Services for another person, you represent that you have the authority to request Services for such other person and the consent from the person to request the Services. Common scenarios for such process include requests for individuals who are unable to request the Services, are illiterate, or without a physical address. We reserve the right to pursue legal action against any individual who requests Services for another person without the appropriate consent and authority.

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- You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, "data mine", or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Service or its contents;
- You will not interfere, access, tamper with or disrupt the Site or the servers or networks connected to the Site;
- You will not attempt to probe, scan or test the vulnerability of any Together TakeMeHome system or network or breach any security or authentication measures;
- You will not send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- You will not use any meta tags or other hidden text or metadata utilizing Together TakeMeHome's trademarks, logos, URLs or product names without express written consent;
- You will not use the Site or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Website Terms of Use;
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- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Site;
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### Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, claims or controversies (collectively "Disputes"), will be governed by the laws of the United States and by the laws of the State of Georgia without regard to its conflicts of laws provisions.

All disputes will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action").

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#### Violations

Please report any violations of these Website Terms of Use to [support@together.takemehome.org](mailto:support@together.takemehome.org).