

## **Terms of Use and Privacy Policy**

**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 Lakes Region Pregnancy Care Center, Inc. d/b/a Aspire Women's 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.

#### **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, 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 located within the Sites only for your personal use. This means you may download one copy of posted materials on a single computer for personal, noncommercial home use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. 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.

#### **Disclaimers**

The services, products and materials on this site are provided "as is" and without warranties of any kind, either express or implied. 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 any of 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 any of 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 in this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or any of our 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.

### **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 Site'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 Section 501(c)(3) of the Internal Revenue Service Code, and gifts are tax deductible to the extent allowed by law.

[Read our Notice of Privacy Practices Now](#)

## **Privacy Policy**

We are committed to protecting the privacy rights of web site visitors. This privacy policy will advise you about how we protect your personal information, and about what choices you have concerning our use of such information. By using our web site, you consent to the processing of your information as set forth in the privacy policy, now and as amended by us. If you do not agree to terms and conditions of our website privacy policy, please do not use this site.

### **Personal Identification Information**

As a visitor, you can be assured that we will not collect any personally identifiable information without your authorization. Your authorization is granted when you fill out a form on our site or send us an e-mail or text message. When you submit information to us, you can expect us to use the information to respond to your inquiry. We do not give away or sell the information that you submit to us. We may share with others aggregated demographic information not linked to any personally identifiable information.

### **To Whom We Disclose Your Information**

We may disclose the information we collect from or about you:

- To our affiliates;
- To service providers who work on our behalf;

- As required by law;
- When required to protect our rights or your safety or the safety of others, or to detect, prevent, or respond to misuse of our Sites.

In addition, we may share de-identified information, such as reports on user demographics and traffic patterns, with third parties, including researchers.

## **Forms**

When you use a form on our Sites to submit information, we will use the information to contact you and address your inquiry or request.

## **Personal Health Information**

For information about how your health information may be used and disclosed, and how you get access to this information read our [notice of privacy practices](#).

## **Non-Secure E-Mail & Texting**

In general, Internet e-mail and texting is not secure. Because of this, we recommend that items considered highly confidential or private in nature **not be** communicated through e-mail/texting. You are communicating with us via e-mail/text when you send e-mail/texts to Aspire Women's Center's email address or texting number.

## **Links To Other Web Sites**

Our Sites contain links to other web sites. These links are for information only. We re-evaluate the appropriateness of such links each time we update the pages on which they appear. 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. We encourage our web site visitors to be aware of when they leave our site.

## **Site Statistics**

We use software to record and track traffic to our site to help us assess and enhance our Sites.

## **Cookies**

We use cookies to facilitate your use of our Sites, and to let us keep track of certain statistical information that helps us improve our site.

## **Security**

We take every precaution to protect users' information. When users submit sensitive information via the web site, we take great effort to ensure information is protected both online and offline. While we use SSL encryption to protect sensitive information online, we also aggressively

protect user information offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information.

### **Your Choices**

If you do not want our Sites to collect information through the use of cookies, you can set your web browser to reject cookies from this site. If you wish to correct the contact information we have on file for you or inform us how you wish your contact information to be used, please contact our staff using the contact information below. When you contact us or otherwise submit content via the Sites, if you desire to remain anonymous, you should not tell us your name or the names of your friends or any other individuals. To fully protect your privacy, do not provide any information that you think may identify you or others.

### **Notification of Changes**

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.

### **Miscellaneous**

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 New Hampshire, 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. We can, at our sole discretion, replace or amend such provisions with another provision. This sets forth the entire understanding and agreement between us with respect to the Sites and any materials, communications, transmissions, or posting to the Sites. We reserve the right to revise the policy at any time by updating this posting. You agree to be bound by any such revisions, and you should periodically read and review same.

### **Contact us**

If you have any questions about this document, please contact us at: 506 Union Avenue, Laconia, NH 03246 or [aspirewomenscenter@gmail.com](mailto:aspirewomenscenter@gmail.com)

This Terms of Use & Privacy Policy was last updated on April 5, 2018.