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These terms and conditions apply to your use of all of the Sites and services owned or operated by the Open Arms Pregnancy Clinic (Open Arms), 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.

### Links

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## **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 Sites' 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. Our financial statement is available upon request. 100 percent of your gift may be deducted under Federal and State income tax laws. If you reside in California and have provided your personally identifiable information to us, you may request information once per calendar year about our disclosures of certain categories of your personally identifiable information to third parties for their direct marketing purposes. Such requests must be submitted to us in writing at the address below.

## **Digital Millennium Copyright Act Notices**

As required by Section 512(c)(2) of Title 17 of the United States Code, if you believe that any material on the Sites infringes your copyright, you must send a notice of claimed infringement to us at the following address: Open Arms Pregnancy Clinic, Attention Executive Director, 9535 Reseda Blvd #303, Northridge, CA 91324. 818.626.9404. To be effective, Section 512(c)(3)(A) of Title 17 of the United States Code requires that your notification of claimed infringement be a written communication and that it includes certain elements explained therein. Please check the statute for more details.

## **Privacy Policy**

We are committed to protecting the privacy and security of the users of our Sites. 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 Sites, you consent to the processing of your

information as set forth in this Privacy Policy, now and as amended by us. To see the HIPAA Notice of Privacy Practices, go to: [\(link to your NPP\)](#).

### **Personal Identification Information**

We may request personal identification information from you in connection with your use of, or participation in, scheduling appointments, communications, membership registration, discussion groups, requests for information or suggestions, visitors' requests for free products or services or additional information (including via email to us), and in connection with other activities, services or resources we make available on any of our Sites. In all of these cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will never intentionally disclose any personal identification information about you as an individual user (such as, for example, your full name, street address, telephone number, or email address) to any third party without having received your permission. We do not sell or otherwise share your data with third parties. Though we make every effort to preserve user privacy, we may need to disclose personal information wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process. We may share with others aggregated demographic information not linked to anything personally identifiable.

### **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.

### **Chat Rooms, Message Boards, and Public Forums**

Please keep in mind that whenever you voluntarily disclose personal information online – for example on message boards, through email, or in chat areas – that information can be collected and used by others. In short, by posting personal information online that is publicly accessible, you may receive unsolicited messages from other parties in return.

### **Security**

These Sites take every precaution to protect users' information. When users submit sensitive information via the Sites, we take great effort to ensure their information is protected both online and offline. When our registration/donor/appointment/chat form asks users to enter sensitive information (such as credit card number), that information is encrypted and is protected with the best encryption software we are aware of in the industry – SSL.

While we use SSL encryption to protect sensitive information online, we also aggressively protect user-information offline. Only organization employees who need the information to perform a specific job

(for example, our billing clerk or a client service representative) is granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment.

We and our service providers may automatically collect certain technical information from your computer or mobile device over time and across different websites when you use the Sites using cookies or similar technologies, such as your Internet Protocol address, your browser type, your operating system, the pages you view on the Sites, etc. This information allows us and our service providers to recognize you and personalize your experience if you return to the Sites, to improve the Sites and the services we provide, and to provide you with advertisements targeted to your interests.

### **Your Choices**

If you do not want the Sites to collect information through the use of cookies, you can set your web browser to reject cookies from the Sites. If you wish to review or 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 California, without giving effect to its conflicts of laws 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: Open Arms Pregnancy Clinic, 9535 Reseda Blvd #303, Northridge, CA 91324, 818.626.9404.

This Terms of Use & Privacy Policy was last updated on November 27, 2017.