# TERMS AND CONDITIONS OF USE

URBAN FAMILY PRACTICE 564 NIAGARA STREET BUFFALO, NEW YORK 14201 TEL 1-716-882-0366 FAX-1-716-884-8096

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE. The materials on this website (the "Site") are provided by Urban Family Practice. ("UFP") as a service to its customers and may be used for informational purposes only. Single copies may be downloaded subject to the provisions below. By downloading any materials from this site, you agree to these terms. If you do not agree to them, do not use the site or download any materials from it.

# TRADEMARK DISCLOSURE

All of the channel names and all of the feature names are the registered trademarks of Urban Family Practice, and may not be used without the prior written approval of Urban Family Practice. The channel logos are the registered trademarks of Urban Family Practice, and may not be used without the prior written approval of Urban Family Practice. All other brands, names, and logos are the property of their owners and are used with specific permission by Urban Family Practice.

\*All other brands and names are the property of their respective owners.

## SINGLE COPY LICENSE

The materials on this site are copyrighted, and any unauthorized use of any materials on this site may violate copyright, trademark, and other laws. You may download one copy of the information or software ("Materials") found on UFP sites on a single computer for your personal, noncommercial, internal use only, unless specifically licensed to do otherwise by UFP in writing or as allowed by any license terms that accompany or are provided with individual Materials. This is a license, not a transfer of title and is subject to the following restrictions: you may not (a) modify the Materials or use them for any commercial purpose or any public display, performance, sale, or rental; (b) decompile, reverse engineer, or disassemble software Materials except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Materials; (d) transfer the Materials to another person. You agree to prevent any unauthorized copying of the Materials.

## **OWNERSHIP OF MATERIALS**

Materials are copyrighted and are protected by worldwide copyright laws and treaty provisions. They may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way without UFP's prior written permission. Except as expressly provided herein, UFP and its suppliers do not grant any express or implied right to you under any patents,

copyrights, trademarks, or trade secret information. Other rights may be granted to you by UFP in writing or incorporated elsewhere in the Materials.

# TERMINATION OF THIS LICENSE

HC may terminate this license at any time if you are in breach of the terms of this Agreement. Upon termination, you will immediately destroy the Materials.

# **DISCLAIMER**

THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL UFP OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF HC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UFP and its suppliers further do not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within these materials. UFP may make changes to these materials or to the products described therein at any time without notice. UFP makes no commitment to update the Materials.

## **USER SUBMISSIONS**

Any material, information, or other communication you transmit or post to this Site will be considered nonconfidential and nonproprietary ("Communications"). UFP will have no obligations with respect to the Communications. UFP and its designees will be free to copy, disclose, distribute, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

## **USER CHAT ROOMS**

UFP may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications and the content of any such Communications or where users communicate solely with each other, including but not limited to chat rooms, bulletin boards, or other user forums. UFP, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

#### USE OF PERSONALLY IDENTIFIABLE INFORMATION

Information submitted to UFP through forms on the website is governed according to UFP's Electronic Personal Information Privacy Policy.

#### LINKS TO OTHER MATERIALS

The linked sites are not under the control of UFP, and UFP is not responsible for the content of any linked site or any link contained in a linked site. UFP reserves the right to terminate any link or linking program at any time. UFP does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third-party sites linked to this Site, you do so entirely at your own risk.

#### APPLICABLE LAWS

This site is controlled by UFP from its offices within the United States of America. UFP makes no representation that Materials in the site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations. Any claim relating to the Materials shall be governed by the internal substantive laws of the Commonwealth of Massachusetts.

#### **GENERAL**

UFP may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.