

NURSE IN THE PURSE TERMS OF USE

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You may not use our Service or any part of Nurse in the Purse’s Service if you do not agree with any terms of our Terms of Use or our Privacy Policy, which may be found [here](#) (add link).

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Subject to your compliance with these Terms of Service, Nurse in the Purse hereby grants you permission to use the Service, provided that: (i) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without Nurse in the Purse’s prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy; and (v) you will not in any manner hold Nurse in the Purse liable for any Transmission or activity that arises out of the use of Nurse in the Purse or its Service.

III. License

Nurse in the Purse grants to you a limited, royalty-free, non-exclusive, personal and non-transferable, license to install and use the App on a single personal mobile electronic device or smart phone owned or controlled by you solely for your own personal, non-commercial purposes, subject to your compliance with these Terms.

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VI. Disclaimer

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THE APPLICATIONS AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. YOUR USE OF THE APPLICATIONS IS VOLUNTARY AND AT YOUR SOLE RISK.

THE HEALTH-RELATED INFORMATION AVAILABLE THROUGH THE APPLICATIONS IS GENERAL IN NATURE AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE. IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED, AND SHOULD NOT BE USED, TO REPLACE THE ADVICE OF HEALTHCARE PROFESSIONALS. YOU ARE SOLELY RESPONSIBLE FOR YOUR RELIANCE ON THE APPLICATIONS AND THE HEALTH-RELATED INFORMATION AVAILABLE THROUGH THE APPLICATIONS, AND FOR

ALL DECISIONS OR ACTIONS RESULTING FROM YOUR USE OF THE APPLICATIONS AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO ANY DECISION NOT TO SEEK OR REFRAIN FROM SEEKING ANY DIAGNOSIS OR TREATMENT. YOU ARE ALSO SOLELY RESPONSIBLE FOR YOUR DECISION TO USE THE SERVICES OF ANY PARTICULAR THIRD-PARTY PROVIDER. IF YOU HAVE SPECIFIC HEALTHCARE NEEDS, OR FOR COMPLETE HEALTH INFORMATION, PLEASE SEE A DOCTOR OR OTHER HEALTHCARE PROVIDER.

VII. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, ANY NURSE IN THE PURSE SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A NURSE IN THE PURSE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY NURSE IN THE PURSE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WE MAY TERMINATE YOUR FURTHER ACCESS TO NURSE IN THE PURSE SITES OR CHANGE THE NURSE IN THE PURSE SITES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS AND CONDITIONS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE SERVICE IS CONTROLLED AND OFFERED BY NURSE IN THE PURSE FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. NURSE IN THE PURSE MAKES NO REPRESENTATIONS THAT THE NURSE IN THE PURSE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE NURSE IN THE PURSE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH THOSE LOCAL LAWS. IN ADDITION, THOSE INDIVIDUALS WHO DECIDE TO ACCESS AND/OR USE NURSE IN THE PURSE ARE FULLY RESPONSIBLE FOR COMPLYING WITH THESE TERMS OF USE AND THE PRIVACY POLICY, WHETHER OR NOT THEY HAVE THE ABILITY TO READ AND UNDERSTAND WRITTEN ENGLISH.

VIII. Indemnity

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend,

and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of the Nurse in the Purse website and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

IX. Ability to Accept Terms of Service

You affirm that you are either more than 14 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are at least 14 years old as the Nurse in the Purse Service is not intended for children under 14. If you are under 14 years of age, you are not permitted to use the Nurse in the Purse Service. You further represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

X. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nurse in the Purse without restriction or notice.

XI. General

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms and conditions of use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words "but not limited to." YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OF USE OR ANY NURSE IN THE PURSE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. Supply of goods, services and software through the Nurse in the Purse website is subject to United States export control and economic sanctions requirements. By acquiring any such items through Nurse In the Purse's website, if at all, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Nurse in the Purse website if: (1) you are in, under the control of, or a national or resident of any embargoed county, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to any embargoed county (or a national or resident

of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

XII. Amendments

At any time, we may amend these terms and conditions of use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these terms and conditions of use, we will notify you of such amendment by sending you a message at your username account. Any such amendment to these terms and conditions of use will be effective thirty (30) calendar days following either our dispatch of a notice to you or our posting of notice of the changes on the sites.

XIII. Governing Law, Jurisdiction, and Venue

You agree that any action at law or in equity arising out of or relating to these terms and conditions of use or the Nurse in the Purse website shall be governed by the laws of the State of Illinois, without giving effect to any principles of conflicts of law. You also agree that any action arising hereunder shall be filed, and that venue properly lies, only in state or federal courts located in Cook County, Illinois, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that Content on any Nurse in the Purse Site is appropriate or available for use in any particular location. Those who choose to access the Nurse in the Purse site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

XIV. Accounts

The Nurse in the Purse website permits or requires you to create an account to participate or to obtain certain services. You agree to promptly notify us at support @ nurseinpurse.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to Nurse in the Purse's website. We may suspend or terminate your account and your ability to use our website, service, or any portion thereof for failure to comply with these terms and conditions of use or any special terms related to a particular service, or for any other reason whatsoever, at any time. If the user does not provide Nurse in the Purse with a valid email address, Nurse in the Purse may not be able to re-register the user using the same user ID on any device. As a result, we recommend that all users provide Nurse in the Purse with a valid email address, which will not be shared with any third parties for any purpose. If an account is inactive for more than 6 months, the account and any related data may be deleted. Nurse in the Purse retains the sole right to make any deleted username or ID to be made available for future use to other users or potential users. Initially, the Nurse in the Purse Service will be completely free of charge. However, Nurse in the Purse expressly reserves the right to terminate this promotion. If and when Nurse in the Purse begins charging a fee for the use of Nurse in the Purse Services, we will provide users with notice and amount of the fee, along with directions on how to renew your subscription and continue using the Nurse in the Purse Services.

XV. Privacy Policy

We understand you value your privacy. At Nurse in the Purse, we want to make your experience online satisfying and safe. For these reasons, we have created a privacy policy that governs information you provide to us or we learn from your use of this website and our software programs, and tells you how we may collect, use and in some instances share this information. The policy sets forth, among other things,

that we do everything we can to prohibit the collection, use, and dissemination of Personal Health Information under the Health Insurance Portability and Accountability Act (“HIPAA”) and Personal Information of children under the age of 13 as set forth in the Children’s Online Privacy Protection Act (“COPPA”). Any attempt by any entity or individual to transmit Personal Health Information under HIPAA or Personal Information of children under the age of 13 under COPPA is strictly prohibited. Further, any offending individual or party agrees to indemnify Nurse in the Purse for any damages arising out of that unlawful and prohibited transmission, including reasonable attorneys’ fees incurred by Nurse in the Purse in defending that transmission, if any. Finally, as set forth in our privacy policy, you have the option of providing us with your email address. If you do so, we will use that address for the sole purposes of providing you with automated support (as described in the policy).

Please review our privacy policy, located here. By using our website, you indicate your acceptance of our Privacy Policy.

QUESTIONS OR COMMENTS

Questions or comments about our Terms of Conditions and Use, Privacy Policy, or other aspects of the Nurse in the Purse website can be emailed to support@nurseinpurse.com or sent by US Mail to:

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