

## TERMS OF USE

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### **Acceptance of Terms of Use**

Welcome to the website of Urban Recipe ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of <http://urbanrecipe.org/>, including any content, functionality and services offered on or through <http://urbanrecipe.org/> (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

### **Changes to Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the section below titled "Governing Law and Jurisdiction" will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently each time you access the Website so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access certain features, resources and services offered by the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. Your use of the Website is also conditioned upon you providing updates to your registration information from time to time as the Company may request. You consent to all actions we take with respect to your information.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify us by email immediately at [info@urbanrecipe.org](mailto:info@urbanrecipe.org) of any unauthorized access to or use of your user name or password or any other breach of security. You also agree that you are responsible for any unauthorized use of your user name, password or other security information that is made prior to your notification to us that your credentials have been compromised and we have had a reasonable period to respond.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **No Physician-Patient Relationship**

The information provided on the Website is provided for informational purposes only and shall not be construed to create a physician-patient relationship. Furthermore, the information posted on the Website is designed to support, not replace, any relationship that exists between you and your physician.

## **Children**

Except as otherwise indicated, we do not knowingly or intentionally collect personal information directly from children under age 13. We may, however, collect information about children from a parent or guardian of that child. If you are under the age of 13, please consult a parent or guardian for help in using this website.

## **Intellectual Property Rights**

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- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

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subsequent use, or otherwise use, in whole or in part in any manner, the Trademarks or such works of authorship without our prior written consent.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Website;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

We do not warrant the accuracy, completeness or usefulness of information made available on the Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties. All statements and/or opinions expressed in these third party materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **Changes to Website Content**

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

## **Disclaimer of Warranties and Limitation on Liability**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT OPERATE OR CONTROL THE INTERNET AND THEREFORE WE DO NOT GUARANTEE THAT THE USE OF THIS WEBSITE WILL BE ERROR FREE OR FREE OF TECHNOLOGY DOWNTIMES OR UNAVAILABILITY. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, AND SERVICES PUBLISHED ON OR PROMOTED OVER OUR WEBSITE, INCLUDING INFORMATION, GOODS AND SERVICES REFERRED TO, ADVERTISED OR PROMOTED ON OR SOLD THROUGH OUR WEBSITE.

YOU ACKNOWLEDGE AND AGREE THAT WE CANNOT AND DO NOT GUARANTEE AGAINST VIRUSES, WORMS, OR OTHER UNAUTHORIZED USERS OR HACKERS ATTEMPTING TO OBTAIN ACCESS TO THIS WEBSITE OR INFORMATION TRANSMITTED TO OR FROM THIS SITE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR MONETARY DAMAGES, INCLUDING FEES, AND PENALTIES IN CONNECTION WITH YOUR ACCESS OR USE OF OUR WEBSITE, ANY SERVICES OFFERED THEREON OR ANY MATERIALS POSTED ON OUR WEBSITE OR CONNECTIVITY TO OR FROM THIS SITE TO ANY OTHER SITE, INCLUDING, WITHOUT LIMITATION, RESULTING FROM LOST PROFITS OR DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States located in the Northern District of Georgia or the courts of the State of Georgia, in each case located in the city of Atlanta. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Entire Agreement**

These Terms of Use constitute the sole and entire agreement between you and P.E.A.P.O.D Nutrition & Lactation Support with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Assignment**

You may not assign these Website Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Website Terms of Use or any rights hereunder without your consent and without notice.

### **Website Content**

The display of certain products and information on the website does not result in any agreement with you. All information on the website is subject to change or correction. We reserve the right to change all information on the website, including, but not limited to, prices, specifications, and availability of items without notice.

### **Contacting Us**

Please feel free to contact us if you have any questions about these Terms of Use at **[info@urbanrecipe.org](mailto:info@urbanrecipe.org)**.