

TakeMeHome.org Website Terms of Use

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Welcome to takemehome.org (the “Site”). Building Healthy Online Communities, based at Springboard HealthLab (“we,” “Springboard,” or “TakeMeHome”) provides this Site and the related testing services (“Services”) for your personal use conditioned on your acceptance of these Website Terms of Use. By accessing and using this Site you are agreeing to these Website Terms of Use. If you do not agree to these Website Terms of Use, you may not use this Site.

THESE WEBSITE TERMS OF USE REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, AND INCLUDE A CLASS ACTION WAIVER. THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

We may update these Website Terms of Use at any time. Therefore, we request that you check these Website Terms of Use periodically for changes. As long as you comply with these Website Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Medical Warning

This Site has been created by us to provide information about health care and is for general informational purposes regarding health care that should never be construed as specific instructions for individual patients. Nothing on this Site is intended to substitute for proper medical advice, diagnosis, or treatment.

All laboratory tests are performed by laboratories that partner with us to perform the tests. For questions regarding specific tests, we may assist you or, if we cannot, refer you to the laboratory .

The Services are not appropriate for emergency or urgent medical matters. You agree not to use these services for emergency or urgent medical matters. You agree that for all urgent or emergency matters that you believe may immediately affect your health, you will immediately contact your medical services provider, call 911 or go to an emergency room at a local hospital facility.

Permitted Use of this Site

You may use this Site only if you are of legal age to use the services provided on the Site and solely for your own personal, non-commercial use. Subject to your compliance with these Website Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view, download and print the Content (defined below) solely in connection with your permitted use of the Site and solely for your personal and non-commercial purposes. Your use of this Site must be in accordance with all applicable laws. You acknowledge that you do not acquire any ownership rights in this Site or any Content.

By using the Site, you also agree to our Privacy Policy.

Communications

By using the Site, you consent to be contacted by TakeMeHome via phone, email, and mail for purposes of providing services and information to you and for purposes of providing you news and other information pertaining to the services. You also authorize TakeMeHome to share your contact information with the laboratory performing services to you and to the public health partners that sponsor the services. You may opt out of communications by contacting us at admin@takemehome.org.

Use of Services and Registration

To use the lab Services, you will have to create a user account. It is important that you provide us with accurate, complete and up-to-date information for your account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. You are also responsible for maintaining the confidentiality of the credentials that you designate during the registration process for your account, and you are fully responsible for all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. If you do not, we may suspend or terminate your account. You should use particular caution when accessing your account from a public or shared device so that others are not able to view or record your password or other personal information.

If you are requesting the Services for another person, you represent that you have the authority to request Services for such other person and the consent from the person to request the Services. Common scenarios for such process include requests for individuals who are unable to request the Services, are illiterate, or without a physical address. We reserve the right to pursue legal action against any individual who requests Services for another person without the appropriate consent and authority.

Restrictions on Access to and Use of this Site

You may not use this Site for any purpose that is unlawful or prohibited by these Website Terms of Use. You may not use this Site in any manner that could damage, disable, overburden, or impair our servers, or the network(s) connected to our servers, or interfere with any other party's use and enjoyment of our Site and Content. You may not attempt to gain unauthorized access of this Site, other accounts, computer systems or networks connected to our servers or to any of the Content, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.

Any use of this Site or its Content, in whole or in part, not expressly permitted by these Website Terms of Use is a breach of these Website Terms of Use and may violate copyright, trademark, and other laws.

The following is a partial list of the type of actions that you may not engage in with respect to the Service:

- You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, "data mine", or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Service or its contents;
- You will not interfere, access, tamper with or disrupt the Site or the servers or networks connected to the Site;
- You will not attempt to probe, scan or test the vulnerability of any Springboard system or network or breach any security or authentication measures;

- You will not send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- You will not use any meta tags or other hidden text or metadata utilizing Springboard’s trademarks, logos, URLs or product names without the Springboard’s express written consent;
- You will not use the Site or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Website Terms of Use;
- You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Site;
- You will not use, display, "frame" or "mirror" any part of the Site, Springboard’s name, any trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from us. You also shall not use meta tags or code or other devices containing any reference to Springboard or the Service in order to direct any person to any other web site for any purpose; and
- You will not collect or store any personally identifiable information from users.

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You are solely responsible for all user submissions made by you to the Site. You represent and warrant that neither your user submissions, nor your use and provision of your user submissions to be made available through the Site, nor any use of your User Submissions by us on or through the Site will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Copyright Policy

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this Site by contacting us at admin@takemehome.org.

Feedback

We welcome feedback, comments and suggestions for improvements to the Site (“Feedback”). You can submit Feedback by emailing us at admin@takemehome.org. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Disclaimer

THIS SITE AND CONTENT (INCLUDING USER SUBMISSIONS) ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES.

Springboard controls this Site from offices within the US, and your data is stored by third-party providers in the US.

Exclusive Remedy

If you are dissatisfied with this Site, your sole and exclusive remedy is to leave this Site.

LIMITATIONS ON LIABILITY

SPRINGBOARD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF, OR INABILITY TO USE, THIS SITE OR CONTENT OR ANY SITE OR CONTENT LINKED FROM THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold Springboard, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, demands, costs or expenses including, without limitation, reasonable attorney's fees, made by any third party due to or arising out of your use of the Site in violation of these Website Terms of Use and/or arising from a breach of these Website Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, claims or controversies (collectively “Disputes”), will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions.

All disputes will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). claim or controversy “

Links to or from Third Party Web Sites

This Site may contain links to other sites on the Internet that are owned and operated by third parties (each a “Linked Site”). Such links are provided solely for your convenience as pointers to information that may be useful to you. We are not responsible for the Content, advertising, products, services or other materials made available on or through any Linked Site or for your use of them. Linked Sites are likely to have their own terms of use, and you are responsible for reading them to ensure your own compliance. We are not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in connection with a Linked Site.

We do not endorse and are not responsible for the information and security practices or privacy policies of web sites operated by others that may be linked to or from this Site. No web sites that link to this Site may frame or otherwise incorporate the Content on this Site.

Termination

We may terminate your access to and use to the Site, at our sole discretion, at any time and without any notice to you.

Waiver and Severability

The failure of Springboard to exercise or enforce any right or provision of these Website Terms of Use shall not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Website Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Website Terms of Use will remain in full force and effect.

Violations

Please report any violations of these Website Terms of Use to admin@takemehome.org.