

# Terms of Conditions for Pierre Medical Consulting

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using [www.DrPierresBlog.com](http://www.DrPierresBlog.com) or [www.DrBerryPierre.com](http://www.DrBerryPierre.com) ("the Site") operated by Berry Pierre DO, MPH doing business as **Pierre Medical Consulting** ("us", "we", or "our"). This Agreement sets forth the legally binding Terms of Service for your use of the site at [www.DrPierresBlog.com](http://www.DrPierresBlog.com) or [www.DrBerryPierre.com](http://www.DrBerryPierre.com)

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by **Pierre Medical Consulting Inc** without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## Acceptance of Terms of Service and Amendments

Each time you use or cause access to this web site, you agree to be bound by these Terms of Service, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Service. Please see our Privacy Policy, which is incorporated into these Terms of Service by reference.

## Our Service

Our web site and services provided to you on and through our web site on an "AS IS" basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

## Your Responsibilities and Registration Obligations

In order to use this web site, you must register on our site, agree to provide truthful information when requested, and be at least the age of thirteen (13) or older. When registering, you explicitly agree to our Terms of Service and as may be modified by us from time to time and available here.

## Privacy Policy

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

## Registration and Password

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You

agree to immediately notify us of any unauthorized use or your registration, user account or password.

#### **Your Conduct**

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used.

You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission.

You explicitly agree, in using this web site or any service provided, that you shall not:

(a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;

(b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;

(c) collect or harvest any data about other users;

(d) provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

(e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

#### **Submission of Content on this Site**

By providing any Content to our web site you agree to all of the following statements listed below: (a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed; (b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7; (c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

### **Third Party Services**

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

### **Indemnification**

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms of Service or any other violation of the rights of another person or party.

### **DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND. Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

### **Regards to Communication**

We do not make any representations or warranties as to the truth or accuracy of any statement made or materials posted on or through our site, forum, bulletin board, chat room, social media, or any other user interactive area of our site. You agree and acknowledge that you assume the risk of any actions you take in reliance upon the information that may be contained in our site, forum, bulletin board, chat room, social media or any other user interactive area of our site. We

do not endorse or lend any credence for any statements that are made by any participant in our forum, bulletin board, chat room, social media or any other user interactive area of our site. Any opinions or views expressed by our site, forum, bulletin board, chat room, social media or any other user interactive area of our site participants are their own. We do not endorse or support or otherwise give any credence or reason for reliance on any such statements or opinions. You are fully responsible for your own statements and materials that you post in our site, forum, bulletin board, chat room, social media or any other user interactive area of our site and any consequences, whether or not foreseen, to any party who may rely upon these statements. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements. As a participant in our site, forum, bulletin board, chat room, social media or any other user interactive area of our site, you agree that we may remove any materials from our site, forum, bulletin board, chat room, social media or any other user interactive area of our site for any reason, in our sole discretion, or for no reason at all. This includes material which is disruptive, abusive, offensive, illegal, vulgar, pornographic, or any other material. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content from our forum, bulletin board, chat room, social media or any other user interactive area of our site or from the discontinuance of our forum, bulletin board, chat room, social media or any other user interactive area of our site at any time.

*Important Communication Note:* When opting to do shares through our sites social accounts we own based on the service you have subscribed to when you placed an order for your campaign may be shared through third party accounts. Moreover, please note since when shares are conducted through a 3rd part service we will not have the ability to access the amount of friends/followers one may have.

### **Arbitration**

For any disputes or discrepancies you may have with **Pierre Medical Consulting Inc**, you agree to first contact us and attempt to resolve the dispute with us informally. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitrator shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copy no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

### **Reservation of Rights**

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

### **Notification of Copyright Infringement**

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted at the following address: [www.DrPierresBlog.com](http://www.DrPierresBlog.com) or [www.DrBerryPierre.com](http://www.DrBerryPierre.com)

**PIERRE MEDICAL CONSULTING INC** SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

**Pierre Medical Consulting Inc** takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

**Applicable Law** You agree that this Terms of Service and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

### **Miscellaneous Information**

(i) In the event that this Terms of Service conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Service will remain valid and intact;

(ii) The failure of either party to assert any right under this Terms of Service shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

(iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (iv) We may assign our rights and obligations under this Terms of Service and we shall be relieved of any further obligation.

This Agreement was last modified on January 1, 2016