

Terms and Conditions

KidneyCouch.com and KidneyCouch Facebook Group

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Read and agree to these terms and conditions before using this Site.

Table of Contents

INTERPRETATION AND DEFINITIONS

Interpretation

Definitions

ACKNOWLEDGMENT

WE DO NOT PRACTICE MEDICINE

USER ACCOUNTS

Creating an Account, Passwords, Security

Your account on Our Service.

COMMUNICATIONS BETWEEN KIDNEYCOUCH AND YOU

CONTENT

Your Right to Post Content

Content Restrictions

Content Backups

COPYRIGHT POLICY

Intellectual Property Infringement

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

INTELLECTUAL PROPERTY

YOUR FEEDBACK TO US

LINKS TO OTHER WEBSITES

TERMINATION

LIMITATION OF LIABILITY

“AS IS” AND “AS AVAILABLE” DISCLAIMER

GOVERNING LAW

DISPUTES RESOLUTION

FOR EUROPEAN UNION (EU) USERS

UNITED STATES LEGAL COMPLIANCE

SEVERABILITY AND WAIVER

Severability

Waiver

TRANSLATION INTERPRETATION
CHANGES TO THESE TERMS AND CONDITIONS
CONTACT US

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Country refers to: Minnesota, United States

Naming (“We”, “Us” or “Our” in this Agreement) refers to KidneyCouch, Rochester, Minnesota.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Service refers to the Application or the Website or both.

Terms and Conditions (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and KidneyCouch regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to KidneyCouch, accessible from <https://www.kidneycouch.com/>

You means the individual accessing or using the Service, or the KidneyCouch, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the KidneyCouch. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The KidneyCouch does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the KidneyCouch.

Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

WE DO NOT PRACTICE MEDICINE

You understand and agree that we are not engaged in the practice of medicine, either through the Site or any associated communications or services, and that the Site is not a substitute for professional medical advice, diagnosis, or treatment.

You are encouraged to seek professional diagnosis and treatment for medical conditions. By agreeing to these Terms and Conditions, You acknowledge that KidneyCouch has no responsibility, in any way, to provide You with medical advice or take any medically related action in response to information that You provide on this Site or to the Site administrator of KidneyCouch.

We do not recommend or endorse any specific studies, treatments, tests, procedures, physicians, opinions, products, or other information that may appear on the Site or on links reached through the Site.

User Accounts

Creating an Account, Passwords, Security

When You create an account or register with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of

Your account on Our Service.

1. You choose a password.
2. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.
3. You agree not to disclose or share Your password to any third party.
4. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.
5. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
6. We will not be liable for any loss you or others may incur because of someone else using your account, either with or without your consent.
7. You may not use anyone else's account.
8. You may choose to post information on the Site about yourself or about someone else.
9. If you post about someone else, you must have that person's permission prior to doing so.

If you choose to post information, whether about yourself or any other person:

- You understand and agree that all current and future users participating in Community Discussion will be able to view the information you share.
- You understand that current or future users participating in Community Discussion might save or disclose your information in other places without your knowledge or consent. You agree that if that were to occur, neither you nor anyone else would have a remedy or claim against KidneyCouch.

Communications Between KidneyCouch and You

You consent to receive all communications from us in electronic form via your account in the Site or via the email address you provided when you registered with KidneyCouch.

You agree that all Terms and Conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights.

You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The KidneyCouch is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of objectionable Content includes, but is not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including KidneyCouch.

- Violating the privacy of any third person.
- False information and features.

The KidneyCouch reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is appropriate and complies with this Terms, refuse or remove this Content. The KidneyCouch further reserves the right to make formatting and edits and change the manner of any Content. The KidneyCouch can also limit or revoke the use of the Service if You post such objectionable Content.

As the KidneyCouch cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the KidneyCouch be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the KidneyCouch does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The KidneyCouch will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the KidneyCouch has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing by email to kidneycouch@gmail.com and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact KidneyCouch via email at kidneycouch@gmail.com. Upon receipt of a notification, the KidneyCouch will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the KidneyCouch and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the KidneyCouch.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the KidneyCouch. If for any reason such assignment is ineffective, You agree to grant the KidneyCouch a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the KidneyCouch.

The KidneyCouch has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services.

You further acknowledge and agree that the KidneyCouch shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the KidneyCouch and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the KidneyCouch or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the KidneyCouch or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

“AS IS” and “AS AVAILABLE” Disclaimer

The Service is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the KidneyCouch, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, the KidneyCouch provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the KidneyCouch nor any of the KidneyCouch’s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the KidneyCouch are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the KidneyCouch.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that

1. You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and
2. You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party’s ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By email: kidneycouch@gmail.com

By visiting this page on our website: <https://www.kidneycouch.com/>

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