

Terms of Use

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2. PERMITTED USERS OF THE SITE

In consideration of your use of the Site, you represent that you are of an age to form a legally binding contract and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Site is directed to persons 18 years of age or older. Nua Group and the Site do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Site or to submit any personally identifiable information to the Site. If you provide information to Nua Group through the Site, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Site, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf; you may post messages, but you may not submit any personal information. If you are a parent or guardian and believe Nua Group may have inadvertently collected personal information from your child, please notify Nua Group immediately by sending an email to privacy@nuahr.com.

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By way of example, and not as a limitation, you agree that you will not:

- 1. Use the Site or Content for any purpose or to take any actions in violation of local, state, national or international laws, regulations, codes or rules.
- 2. Violate any code of conduct or other guidelines which may apply to any particular Communication Service
- 3. Take any action that places an unreasonable or disproportionately large load on the Site's infrastructure or otherwise that may adversely affect performance of the Site or restrict any other user or Nua Group from using or enjoying the Communication Services or the Site.
- 4. Use the Site for unauthorized framing or linking, or via automated devices, bots, agents, crawl, scraping, scripts, intelligent search or any similar means of access to Content.
- 5. Aggregate, copy, duplicate, publish or make available any Content to third parties outside the Site in any manner.
- 6. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others, or impersonating anyone else or misrepresenting your identity of affiliation.
- 7. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, pornographic, offensive, harassing, infringing, obscene, indecent or unlawful topic, name, material, content or information.
- 8. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights, titles, or interests thereto or have received all necessary consents or rights.
- 9. Upload or transmit files that contain viruses, mal-ware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- 10. Use the Site to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
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- 12. Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.
- 13. Engage in any other action that, in the judgment of Nua Group, exposes it or any third party to potential liability or detriment of any type.

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Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

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The name, address and telephone number of the provider of this service is Nua Group LLC, c/o Privacy Inquiries, 201 California Street, Suite 300, San Francisco, CA 94111. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to privacy@nuahr.com or (888) 403-0390.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.

14. GOVERNING LAW AND DISPUTES

These Terms shall be governed by, and will be construed in accordance with, the laws of the State of California U.S.A., without regard to choice of law principles. You irrevocably agree that the federal and state courts located in or for San Francisco County, California, U.S.A., are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (1) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (2) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (3) no claims shall be brought by you more than one (1) year after such claim has accrued; and (4) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

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