



**alliance**  
FOR BLACK NICU FAMILIES <sup>TM</sup>

### **Terms of Use**

---

---

#### **Use of this site:**

**User access to [premieworld.com](http://premieworld.com) and any associated websites or social media profiles are subject to the following terms and conditions, which may be updated by us at any time without notice to you. By accessing or using these websites, you agree that you have read, understand, and agree to be bound to these terms and conditions, as they may be amended at any time, as well as to the terms of our privacy policy, which is hereby incorporated into these terms and conditions. You are responsible for periodically reviewing these terms and conditions for applicable changes. Your use of these websites after posting by us of any changes to these terms and conditions constitutes your acceptance to those changes. If**

**you disagree with these terms and conditions or are dissatisfied with this website, your sole and exclusive remedy is to discontinue using this site.**

**Disclaimers:**

**You acknowledge and agree that:**

**Although we strive to provide on this website the latest developments relating to our products and services, and other information about our company, we do not warrant the accuracy, effectiveness and suitability of any information contained in this website. Each person assumes full responsibility and all risks arising from use of this internet site. The information is presented “as is” and may include technical inaccuracies or typographical errors. The Alliance for Black NICU Families™ reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification. Do not rely on information on this site in place of the advice of competent medical counsel. Because individual circumstances differ, you should not consider any of the information here as being specifically applicable to you or your situation. Discuss your plan of action with your physician before beginning any program discussed on this site. We recommend you not transmit confidential or sensitive information over the Internet.**

**Video clips and photos on this site are solely for informational purposes. Information in the video clips should not be relied on to suggest a course of treatment for a particular individual, and should not be used in place of a visit, call, consultation or the advice of a physician, therapist or other qualified healthcare provider. The Alliance for Black NICU Families™ disclaims any implied**

**guarantee about the accuracy, completeness, timeliness or relevance of any information contained in these video clips. By viewing these video clips and photos you agree The Alliance for Black NICU Families™ is not liable for any complications, injuries, loss, or other medical problems arising from, or in connection with, the use of or reliance upon any information contained in these video clips. The Alliance for Black NICU Families™ does not make any claim, guarantee or warranty as to the results that may be obtained from information in these video clips.**

**The Alliance for Black NICU Families™ makes no representations or warranties of any kind or nature with respect to the information or content posted on this website. The Alliance for Black NICU Families™ hereby disclaims all representations and warranties, whether express or implied, created by law, contract or otherwise, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. In no event shall The Alliance for Black NICU Families™ be liable for any damages of any kind or nature, including, without limitation, direct, indirect, special (including loss of profit) consequential or incidental damages arising from or in connection with the existence or use of this internet site and/or the information or content posted on this website, regardless of whether The Alliance for Black NICU Families™ has been advised as to the possibility of such damages.**

**The Alliance for Black NICU Families™ is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party sites. Except as otherwise provided on this website, The Alliance for Black NICU Families™ will not edit, censor or otherwise control any**

**content provided by third parties on any blog, social media site, or other similar forums posted on its website. Such information should, therefore, be considered questionable and is not endorsed by The Alliance for Black NICU Families™.**

**This website may contain forward-looking statements that reflect The Alliance for Black NICU Families™'s current expectation regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors including, but not limited to, ongoing commercialization of its products, regulatory approvals of design equipment and systems, validity and enforcement of its patents, the stability of its commercial relationships, and the general economic conditions. The Alliance for Black NICU Families™ intends to update this site on a regular basis but assumes no obligation to update any of the content.**

**User Responsibility:**

**You understand, acknowledge, and agree to the following:**

**By using this website, you agree not to disrupt or intercept our electronic information posted on this website or on any of our servers. You also agree not to attempt to circumvent any security features of our website, and to abide by all applicable, local, state, federal and international laws, rules and regulations.**

**You grant The Alliance for Black NICU Families™ the right to use all content you upload or otherwise transmit to this website and other associated sites, subject to these terms and conditions and The Alliance for Black NICU Families™'s**

**Privacy Policy in any manner The Alliance for Black NICU Families™ chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based upon it.**

**Except as expressly stated and agreed upon in advance by The Alliance for Black NICU Families™, no confidential relationship shall be established in the event that any user of this internet site should make any oral, written or electronic communication to The Alliance for Black NICU Families™ (such as feedback, questions, comments, suggestions, ideas, etc.). If any The Alliance for Black NICU Families™ website requires or requests that such information be provided, and that such information contains personal identifying information (e.g., name, address, phone number), The Alliance for Black NICU Families™ shall obtain, use and maintain it in a manner consistent with our privacy policy. Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and The Alliance for Black NICU Families™ shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to The Alliance for Black NICU Families™ is fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or privacy rights.**

### **Intellectual Property:**

**The information, documents, and related graphics published in this internet website (the “information”) are the sole property of The Alliance for Black NICU**

**Families™, except for information provided by third-party providers under contract to The Alliance for Black NICU Families™, its subsidiaries or affiliates. Permission to use the information is granted, provided that (1) the above copyright notice appears on all copies; (2) use of the information is for informational and non-commercial or personal use only; (3) the information is not modified in any way; and (4) no graphics available from this internet site are used separate from accompanying text.**

**The Alliance for Black NICU Families™ is not responsible for content provided by third-party providers, and you are prohibited from distribution of such material without permission of the owner of the copyright therein. Except as permitted above, no license or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of The Alliance for Black NICU Families™**

**No use of any The Alliance for Black NICU Families™ trademark, trade names, trade dress and products in this internet site may be made without the prior written authorization of The Alliance for Black NICU Families™, except to identify the product or services of the company.**

#### **Privacy Policy:**

**The Alliance for Black NICU Families™ is committed to safeguarding your privacy online. We understand the importance of privacy to our customers and visitors to our website. Our use of personally identifiable information is governed by our privacy policy and by accessing and using our website; you agree to be bound by that policy.**

**You recognize and agree that when submitting your personally identifiable information to [premieworld.com](http://premieworld.com) or our social media sites, while The Alliance for Black NICU Families™ has safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. In the unlikely event of an interception or unauthorized access despite our efforts, The Alliance for Black NICU Families™ shall not be responsible for such interceptions or unauthorized access, or any direct, indirect, special, incidental, or consequential damages (including lost profits) suffered by a customer or user, even if The Alliance for Black NICU Families™ has previously been advised of the possibility of such damages.**

**The Alliance for Black NICU Families™ does not warrant, either expressly or impliedly, that the information provided by any customer shall be free from interception or unauthorized access, and does not provide any implied warranties of merchantability and fitness for a particular purpose. Each customer is responsible for maintaining the confidentiality of his or her own password and the security of their account; The Alliance for Black NICU Families™ is not responsible for third-party access to your information resulting from instances of theft or misappropriation due to customer negligence: including but not limited to user failure to restrict unauthorized access to your computer or account information.**

#### **Social Media and Electronic Communications Policy:**

**Visiting [premieworld.com](http://premieworld.com), our social media sites, or sending emails to The Alliance for Black NICU Families™ constitutes electronic communication. You consent to receive electronic communications and you agree that all agreements,**

**notices, disclosures and other communications that we provide to you electronically, via email and on the site, satisfy any legal requirement that such communications be in writing. The Alliance for Black NICU Families™ and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.**

**This website may contain or link to The Alliance for Black NICU Families™-supported or third-party forums, blogs, social media communities, or other message facilities designed to enable you to communicate with The Alliance for Black NICU Families™, a specific group, or the public at large (hereinafter, “communication services”). You agree to use the communication services only to post, send and receive messages and material that are proper and related to the particular communication service. No user will purposely defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, unlawful, or harmful topic, material, or information; upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another user’s computer; advertise, sell, or buy any goods or services for any business purpose unrelated to The Alliance for Black NICU Families™’s interests, unless such communication service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; falsify or delete another author’s written work or attributions; harvest or collect personal information about other users, including but not limited to email addresses without their**



**consent; restrict any user from using and enjoying the communication services; or violate any applicable laws or regulations.**

**The Alliance for Black NICU Families™ has no obligation to monitor the communication services, does not claim ownership or responsibility for the materials you or other users provide, post, upload, input, or submit to any The Alliance for Black NICU Families™ site or associated services (collectively “submissions”). However, by posting, uploading, inputting, providing or submitting your submission you are granting The Alliance for Black NICU Families™ and our affiliated partners permission to use your submission in connection with the operation of our internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and to publish your name or the identity you provided to us in connection with your submission. No compensation will be paid with respect to the use of your submission, unless otherwise stated by The Alliance for Black NICU Families™ The Alliance for Black NICU Families™ is under no obligation to post or use any submission you may provide and may remove any submission at any time in The Alliance for Black NICU Families™’s sole discretion.**

**Each user has a personal and legal obligation to observe basic internet and communication services codes of conduct and agrees to follow and support all privacy laws by participating in The Alliance for Black NICU Families™-related social media or electronic communications.**

**Limitation of Liability:**

**The Alliance for Black NICU Families™ does not assume any liability for the materials, information and opinions provided on, posted to, or otherwise available through, this website. Reliance on these materials, information and opinions is solely at your own risk. The Alliance for Black NICU Families™ disclaims any liability for injury or damages resulting from the use of this website, or the content contained thereon.**

**This The Alliance for Black NICU Families™ website, the site content, and the products and services provided on or available through this website are provided on an “as is” and “as available” basis, with all faults. In no event shall CThe Alliance for Black NICU Families™, or its subsidiaries, affiliates, vendors, or their respective directors, employees or agents (hereinafter “The Alliance for Black NICU Families™ parties”) be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, this website, the site content, any services provided on or through this website or any linked site, including any special, indirect, punitive, incidental, exemplary or consequential damages, including, but not limited to, personal injury, lost profits or damages resulting from delay, interruption in service, viruses, deletion of files or electronic communications, or errors, omissions or other inaccuracies in this website or the site content, whether or not there is negligence by The Alliance for Black NICU Families™ and whether or not The Alliance for Black NICU Families™ has been advised of the possibility of any such damages. Some states do not allow the limitation of liability, so this provision may not apply to you.**

**Please be aware that additional legal notices, disclaimers, and other terms and conditions may apply to this and other websites owned or operated by The Alliance for Black NICU Families™, its subsidiaries or affiliates.**

**General:**

**You agree that these terms and conditions describe the entire agreement between us with respect to its subject matter. Premieworld.com was created and is operated under the laws of the state of Virginia. The laws of the state of Virginia will control the terms and conditions provided in these terms and conditions, without giving effect to any principles of conflict of laws. If a court of competent jurisdiction finds that any provision of these terms and conditions is invalid or unenforceable, you agree that the other provisions of these terms and conditions will remain in full force and effect. You agree that regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to premieworld.com or these terms and conditions more than one (1) year after such claim or cause of action arose.**