

# Disclaimer

## Liability Disclaimer and User Agreement

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### **THIS SITE DOES NOT PROVIDE MEDICAL ADVICE**

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**MEDICAL DISCLAIMER.** IF THIS IS A MEDICAL EMERGENCY, PLEASE IMMEDIATELY CALL EMERGENCY PERSONNEL (911) TO GET PROMPT MEDICAL ATTENTION. DO NOT RELY ON ELECTRONIC COMMUNICATIONS FOR ASSISTANCE IN REGARD TO YOUR IMMEDIATE, URGENT MEDICAL NEEDS.

By accessing, browsing, and/or using web pages or other digital content of EUROTHREADS websites, you accept, without limitation or qualification, the following terms of use:

### **General Terms of Use**

EUROTHREADS websites are offered to you, the user (“User”), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of these sites constitutes acceptance of these terms and conditions.

EUROTHREADS reserves the right to offer websites directly to you or through its authorized agents and contractors. User agrees to use EUROTHREADS websites as permitted by applicable local, state and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy EUROTHREADS’, its contractors’ or another user’s computer system, network, software, program, documentation or data contained therein; 2) use EUROTHREADS websites to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to EUROTHREADS websites by other users will be deemed an unauthorized use.

Anyone using EUROTHREADS websites expressly consents to administrative monitoring at all times by EUROTHREADS and/or its authorized agents and/or contractors. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit these websites immediately.

### **Disclaimer of Liability and Reliability**

While every effort has been made to offer current, correct, and clearly-expressed information on EUROTHREADS websites, EUROTHREADS and its authorized agents and contractors make no representations or warranties about the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of said information. In addition, website content has been compiled by EUROTHREADS staff from a variety of sources and is subject to change without notice to the User.

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### **Children's Privacy**

EUROTHREADS is committed to protecting children's privacy. EUROTHREADS websites are not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

### **Links to Third Parties' Websites**

There are links and pointers to third party Internet websites contained in EUROTHREADS websites. These sites linked from EUROTHREADS websites may not be under EUROTHREADS' control. EUROTHREADS and its authorized agents and contractors do not assume any responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a linked site. EUROTHREADS and its authorized agents and contractors do not intend any third-party links to be referrals or endorsements of the linked entities by EUROTHREADS, and they are provided for convenience only. Each individual site may have its own set of policies governing the usage of information contained therein. The User assumes sole responsibility for use of third-party links and pointers.

### **Disclaimer of Damages**

By using EUROTHREADS websites, the User assumes all risks associated with the use of EUROTHREADS websites, including any risk of User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a EUROTHREADS web page, EUROTHREADS websites or the User's access to it. EUROTHREADS AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON EUROTHREADS WEBSITES OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH EUROTHREADS WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF EUROTHREADS WEBSITES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF EUROTHREADS AND/OR ANY OF ITS AUTHORIZED AGENTS, CONTRACTORS, EMPLOYEES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EUROTHREADS and its authorized agents and contractors shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies beyond their control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished.

### **Disclaimer of Association with User**

The User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and EUROTHREADS or its authorized agents or contractors as a result of this Agreement or use of EUROTHREADS websites. User agrees not to hold himself or herself out as a representative, agent, or employee of EUROTHREADS and EUROTHREADS and its authorized agents and contractors shall not be liable for any representation, act or omission of the User based on this agreement or use of EUROTHREADS websites.

## **Trademarks and Copyrights**

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## **Indemnity**

As a condition of use of EUROTHREADS websites, the User agrees to indemnify EUROTHREADS, their respective commissioners, governing board members, officers, employees and agents, and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of EUROTHREADS websites, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

## **Jurisdiction**

This Agreement is governed by the laws of the State of Florida, USA. The User consents to the exclusive jurisdiction and venue of courts in Miami-Dade County, Florida, USA, in all disputes arising out of or relating to the use of EUROTHREADS websites. Use of EUROTHREADS websites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

EUROTHREADS' performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of EUROTHREADS' right to comply with law enforcement requests or requirements relating to the User's use of EUROTHREADS websites or information provided to or gathered by EUROTHREADS with respect to such use.

## **Severability**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

## **Forms**

EUROTHREADS websites contain forms through which Users may request information or supply feedback to EUROTHREADS. In some cases, telephone numbers, e-mail addresses or return addresses are required so that EUROTHREADS can supply requested information to you. After the User fills out a form, EUROTHREADS may contact User with follow-up information (unless an "opt-out" box is checked on the form). EUROTHREADS does not provide any information supplied on its web forms to any outside organization for any reason (other than where may be required to by law: [HIPAA Privacy Policy](#), [Gramm-Leach-Bliley Act](#)). EUROTHREADS does not save this personal information for any other reason.

## **Surveys**

Occasionally, EUROTHREADS may survey visitors to its websites. The information from these surveys is used in aggregate form to help EUROTHREADS understand the needs of its visitors so that it can improve its websites. EUROTHREADS generally does not ask for information in surveys that would personally identify the User. If EUROTHREADS does request contact information for follow-up, the User may decline to provide it. If survey respondents provide personal information (such as an e-mail address) in a survey, it is shared only with those EUROTHREADS employees, authorized agents or contractors who need to see it to respond to the matter.

## **E-mail**

"Phishing" is a scam designed to steal personal information. If the User receives an e-mail that looks like it is from EUROTHREADS asking for your personal information, the User should not respond. EUROTHREADS will never request the User's password, username, or other personal information through e-mail.

**Username and Password**

In the event the User accesses any EUROTHREADS websites requiring a username and password, the User is solely responsible for keeping such Username and password strictly confidential.

**Non-Personal Information**

EUROTHREADS collects non-personal information such as website usage, traffic patterns, site performance and related statistics based on its tracking of the User's visits to EUROTHREADS websites.

**IP Addresses**

EUROTHREADS web servers automatically collect the IP (Internet Protocol) address of the computers that access EUROTHREADS websites. An IP address is a number that is assigned to the User's computer when the Internet is accessed. It is not truly personally identifiable information because many different individuals can access the Internet via the same computer. EUROTHREADS may use this information in aggregate form to better understand how its websites are being used and how it can better serve its visitors. Although such information is not personally identifiable, EUROTHREADS can determine from an IP address a visitor's Internet Service Provider and the geographic location of his or her point of connectivity.

**Security of Your Information**

EUROTHREADS forms are encrypted to protect the User's privacy. Once the information is sent to EUROTHREADS websites, it is kept in secure databases where it is not available to users on the Internet. EUROTHREADS periodically reviews and modifies, where appropriate, its security policies and procedures. EUROTHREADS uses reasonable care to protect personally identifiable and confidential information provided by the User to its websites. EUROTHREADS has a security program in place that seeks to mitigate this risk substantially.

**Agreement in its Entirety**

This Agreement constitutes the entire agreement between the User and EUROTHREADS (and its contractors and agents) with respect to EUROTHREADS websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and EUROTHREADS with respect to EUROTHREADS websites. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in EUROTHREADS websites; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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