Terms of Service

Nursing on Demand

 (www.nursing-on-demand.com)

Effective Date: January 1, 2018

DO NOT USE OUR APPLICATION TO SEEK MEDICAL SERVICES FOR SOMEONE WHO IS UNCONSCIOUS, NOT BREATHING OR GASPING FOR AIR, HAVING CHEST PAIN, UNCONTROLLABLY BLEEDING, OR ANY OTHER SYMPTOMS THAT REQUIRE IMMEDIATE OR EMERGENT MEDICAL ATTENTION. CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM (ER) IMMEDIATELY IF YOU HAVE AN EMERGENCY MEDICAL NEED.

Nursing on Demand, LLC and its predecessors, successors, licensors, beneficiaries and/or affiliates (collectively, “Nursing on Demand,” “we,” or “our”) welcome you to download our proprietary mobile application software currently called “Nursing on Demand Technology Platform” (or the “Application”). By downloading and using the Application, and by receiving services through the Application and/or via our Website (where applicable) (the “Medical Services”) and/or by receiving a referral for medical services, you agree to be bound by the terms of service set out below (the “Agreement”).

Please read the Agreement carefully before accessing or using the Application. If you do not agree to all of the terms of this Agreement, do not use the Application or our Medical Services. Nursing on Demand may revise and update this Agreement at any time. Your continued use of the Application will mean you accept the revised Agreement. All references to the “Application” in this Agreement shall be construed to also include our Website (where applicable).

Our Services; Registration and Accounts.

Congratulations on your decision to download Nursing on Demand’s mobile application. Nursing on Demand provides right-sized mobile onsite treatment for simple to complex non-emergency medical cases through the power of technology, convenience, and service. Our skilled clinical staff (“Health Care Professionals”) have significant experience evaluating acute injuries and illness arrive with the tools necessary to provide advanced non-emergency medical care at your door and on demand.

When the Application is accessed through a mobile device, the Application is designed to enable you to send a request for non-emergency medical services. The GPS receiver – which should be installed on the mobile device on which you have downloaded the Application – detects your location. Upon request, the Application will automatically transmit your location which will be used to determine whether a Health Care Professional is available in your area. In the event that you access our services through our website, your location will be determined based on the information you provide us.

In order to use the Application, you must sign up with Nursing on Demand and provide us with certain personal information, including (without limitation) your name, address, email address, date of birth, credit card information (which is provided directly to our third party vendor and not stored by us), name of your primary care provider (if you have one, and any insurance information) to create a user account (“Account”). We respect your privacy and a complete statement of our current privacy policy can be accessed here (“Privacy Policy”). Our Privacy Policy is expressly incorporated into this Agreement by this reference. If you utilize our services, we will send you a patient satisfaction survey to the email address associated with your account.

Unless explicitly stated otherwise, any new features that augment or enhance the current Application shall be subject to the Agreement. You are responsible for all equipment necessary to access Nursing on Demand.

Your Use of the Application

It is imperative that you provide accurate and truthful information about your identity and your health and physical condition during the registration process. By submitting the information request to create an Account, you represent and warrant to Nursing on Demand that all of the personal information you provide during this process is true and correct. You acknowledge and agree that we are entitled at all times to verify the information provided. Nursing on Demand reserves the right to refuse or cancel your Account or your use of the Application and/or the Medical Services at any time for any reason, or no reason at all.

By accessing or using the Application, you further agree that:

You will only use the Application or its content for your sole, personal use and you will not resell them to a third party;

You will not copy or distribute the Application or other Application content;

You will not upload or transmit any communications or content of any type that infringes or violates any rights of any party;

You will not use the Application for any purpose in violation of local, state, federal or international laws;

You will not use the Application as a means to distribute advertising or other unsolicited material to any third party;

You will not impersonate another person;

You will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion;

You will comply with all applicable third-party terms of agreement when using the Application (e.g., your wireless data service agreement or the terms of service of the geo-location application installed on your mobile device);

You will ensure that no unauthorized person shall have access to your mobile device or your Nursing on Demand passwords or accounts;

You will promptly notify us in the event your Nursing on Demand passwords or accounts have been compromised;

You will not assign or otherwise transfer your Account to any other person or entity;

You will not try to harm the Application or impair the proper operation of the network in any way whatsoever;

You will provide us with whatever proof of identity we may request;

You will not choose or use a user name that: (i) belongs to another person or is used with the intent of impersonating another person; or (ii) is subject to any rights of a person other than you without appropriate authorization; and

You will never use another person’s Account or log in details to access the Application.

We reserve the right to immediately terminate your use of the Application should you fail to comply with any of the foregoing rules.

Eligibility

You must be 18 years of age or older to use the Application and any services provided through the Application. You understand that there may be no Health Care Professionals available in your area and we cannot guarantee that Health Care Professionals will be available to provide Medical Services in your area. If you are requesting Medical Services for a minor, you must verify that you are the parent, guardian or other adult responsible for the minor. By using the Application, you represent that you are at least 18 years of age.

If you reside in a jurisdiction that restricts the use of the Application because of age; or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Application. You represent that you are of legal age to enter into a binding contract.

You must notify us immediately of any change in your eligibility to use the Application including any changes to your medical condition or physical fitness, breach of security, or unauthorized use of your Account with Nursing on Demand.

Payment

There is no charge to register with us or to download the Application on your mobile device. You are charged only when you actually access and use the Medical Services by scheduling an in-home consultation or care visit with one of Nursing on Demand’s Health Care Professionals. We reserve the right to introduce a fee in the future for downloading the Application or for creating an Account with us. If we decide to introduce such a fee, we will inform you accordingly and allow you to either continue or terminate your Account.

We also reserve the right to charge a reasonable fee for any cancelled appointment or cancelled in-home consultation.

Use of the Application may involve standard messaging charges by your wireless provider.

The cost of Medical Services provided by Nursing on Demand Health Care Professionals varies and is determined based on the complexity of the medical care provided, procedures and lab services performed, and supplies required. Nursing on Demand will bill you via your credit card or similar approved payment (as applicable) for the Medical Services you receive in accordance with the Consent for Treatment Form, which will be presented to you prior to the provision of Medical Services. The Admissions Agreement is expressly incorporated in to this Agreement by reference. You are solely responsible for the full cost of the Medical Services. We are private pay model and will provide you with a receipt for services rendered, however, in order to keep our pricing down we do not and will not bill your insurance provider.

Please note that message rates, voice, and data charges from your cellular service provider may apply to access and use of the Application, sending and receiving text messages and placing and receiving calls in connection with the Application. You are solely responsible for such message rates, voice, and data charges.

Modifications to, or Discontinuation of, the Application.

We reserve the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Application, or any portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Application or any portion thereof.

Account Security.

You are responsible for maintaining the confidentiality of your username and password that you designate during the Account registration process and you are fully responsible for all activities that occur under your username and password. You shall immediately notify us of any unauthorized use of your username or password or any other breach of security. Nursing on Demand will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer or using unencrypted email to discuss private matters with any Health Care Professional, so that others are not able to view, record or intercept your password or other personal information. You have been informed of the risks of transmitting your personal information through an unsecured means. Once it is received, Nursing on Demand uses industry-standard methods to secure your personal information and that of any minor for whom you are responsible, in accordance with applicable law and Nursing on Demand’s Privacy Policy.

Application License and Limitations on Use

Subject to your compliance with the terms and conditions of this Agreement, Nursing on Demand grants to you a limited, personal, non-exclusive and non-transferable right and license to download and install a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way; (ii) modify or make derivative works based upon the Application; (iii) reverse engineer or access the Application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application; or (iv) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application.

The Application, including, without limitation, the content, metadata, design, organization, compilation, look and feel, the source, object and HTML code and all other protectable intellectual property available through and/or comprising the Application (the “Proprietary Materials”) are the property of Nursing on Demand or the property of our licensors and are protected by copyright and other intellectual property laws. All rights regarding the Proprietary Materials not expressly granted in this Agreement are reserved by Nursing on Demand.

You agree not to post any content from the Application to weblogs, news groups, mail lists or electronic bulletin boards, without our written consent. You may establish a hypertext link to our Application so long as the link does not state or imply any sponsorship of your website or application by us. However, you may not, without our prior written permission, frame or inline link any of the content of our Application, or incorporate into another website or other applications any of our material, content or intellectual property.

By using the Application, you agree that your use:

Will be for lawful purposes only and never for sending or storing unlawful material or use for fraudulent purposes;

Will not cause nuisance, annoyance, disruption, or inconvenience;

Will not impair the proper operation of the network; and

Will only be through access points or wireless data account (AP) which you are authorized to use.

Intellectual Property Ownership

Nursing on Demand alone (and its licensors, where applicable) shall own all right, title and interest, including all intellectual property rights, in and to the Application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Application shall be owned solely and exclusively by Nursing on Demand, and/or, as applicable, Nursing on Demand’s third-party vendors, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and you hereby assign to Nursing on Demand any and all of your rights, title or interests in the Application or any modification to or derivative work of the Application. You shall not remove or authorize or permit any third party to remove any proprietary rights legend from the Application.

This Agreement does not constitute a sale and does not convey to you any rights of ownership in or related to the Application, or any intellectual property rights owned by Nursing on Demand. Nursing on Demand’s name, logo and the product names and logos associated with the Application are trademarks of the Application, its affiliated companies or third parties, and no right of license is granted to use them.

Account Holder Conduct.

We reserve the right to terminate your Account if you misuse the Application or our website, or if you violate this Agreement including, without limitation, the following rules of conduct.

You may not:

Upload, post, or transmit by any means, or otherwise make available any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;

Impersonate any person or entity, including another Account holder, Health Care Professional, or other employees of Nursing on Demand, or falsely state or otherwise misrepresent your affiliation with a person or entity;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted;

Upload, post, email, or otherwise transmit through the Application by any means, content, materials, or comments that could be characterized as “medical advice;”

Attempt to interfere with or disrupt our servers or networks;

Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;

Stalk or otherwise harass another user of our Application or any of our employees, or Health Care Professionals;

Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users or any minors, including user names or passwords; or access or attempt to access another user’s account without his or her consent or, in the case of a minor, that of the minor’s parent or guardian or other responsible adult.

Additional Services and Terms.

Some of the services we offer may be subject to additional terms and conditions. Your use of such services is subject to those additional terms and conditions, which will be provided to you before the affected services are provided. Any such additional terms and conditions are incorporated into this Agreement by reference.

IMPORTANT MEDICAL NOTICES AND DISCLAIMERS.

BY USING THE APPLICATION OR OUR SERVICES YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT NURSING ON DEMAND IS NOT A HOSPITAL OR EMERGENCY ROOM DEPARTMENT.

NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ THROUGH THE APPLICATION OR NURSING ON DEMAND WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, YOU MAY USE THIS APPLICATION TO TRY TO CONTACT A NEARBY QUALIFIED HEALTH CARE PROFESSIONAL. HOWEVER, IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 FOR EMERGENCY MEDICAL HELP.

Although Nursing on Demand Health Care Professionals are board certified and qualified to provide you with the Medical Services, please consult with your regular licensed health care provider as necessary before you alter, suspend or initiate any change in your medical treatment, medication routine or health care related procedure or activity. Do not disregard medical advice issued to you by your regular licensed healthcare provider.

[Please note that the Friendly-Physician Model will benefit from additional disclaimers to distance Nursing on Demand from any third party health care professionals.]

DISCLAIMERS OF WARRANTIES.

YOU HEREBY AGREE THAT USE THE APPLICATION AND OUR WEBSITE AT YOUR OWN RISK. NURSING ON DEMAND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE APPLICATION, AND ASSUMES NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE SERVICES PROVIDED BY NURSING ON DEMAND OR THROUGH OUR APPLICATION OR WEBSITE. NURSING ON DEMAND EXPRESSLY DISCLAIMS ANY IMPLIED GUARANTEE OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELEVANCE OF ANY INFORMATION PROVIDED THROUGH THE APPLICATION.

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE APPLICATION, OUR WEBSITE, THE HEALTH CARE PROFESSIONALS AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE FOREGOING IS ON AN “AS-IS”, “AS AVAILABLE” BASIS AND NURSING ON DEMAND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY ACCESS TO OR USE OF THE APPLICATION IS VOLUNTARY. WE WILL REGARD ALL ACCESS OR USE AS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

NURSING ON DEMAND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE APPLICATION OR OUR WEBSITE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN NURSING ON DEMAND’S LIABILITY AND RESPONSIBILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Nursing on Demand does not warrant or guarantee that files that may be available for download through the Application will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties.

We, and our technology service providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You download and use the Application at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application. Users of the Application are responsible for maintaining a means external to the Application for the reconstruction of any lost data.

LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT NURSING ON DEMAND SHALL NOT BE LIABLE TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NURSING ON DEMAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE APPLICATION, MEDICAL SERVICES OR WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON OR THROUGH THE APPLICATION OR WEBSITE OR ANY WEBSITES LINKED TO THE APPLICATION OR WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SITE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APPLICATION OR WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS, SERVICES OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE APPLICATION OR THE WEBSITE; OR (F) ANY OTHER MATTER RELATING TO THE APPLICATION, MEDICAL SERVICES OR THE WEBSITE. IN NO EVENT SHALL NURSING ON DEMAND’S TOTAL LIABILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT – INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND MEDICAL MALPRACTICE– OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO NURSING ON DEMAND. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, NURSING ON DEMAND’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATION OF LIABILITY OF NURSING ON DEMAND WILL COVER, WITHOUT LIMITATION, ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA, AND ANY OTHER INJURY, ARISING FROM THE USE OF THE APPLICATION.

Right to Use User-Provided Content

We may, in our sole discretion, permit you to post or submit content and other materials through the Application (collectively, “User-Provided Content”). You grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such User-Provided Content, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose. Also, you grant us, and anyone authorized by us, the right to identify you as the author of any User-Provided Content submitted by you. You will not receive any compensation of any kind for the use of any User-Provided Content submitted by you.

You acknowledge that Nursing on Demand only acts as a passive conduit for the distribution of the User-Provided Content and is not responsible or liable to you or to any third party for the content or accuracy of the User-Provided Content. You understand that we have no obligation to monitor any areas of the Application through which users can post User-Provided Content. However, we reserve the right at all times, in our sole discretion, to screen User-Provided Content and to edit, move, delete, and/or refuse to accept any User-Provided Content that in our judgment violates this Agreement or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

Any use by you of the User-Provided Content is entirely at your own risk. You represent and warrant that any User-Provided Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or publicity rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the right to grant the license described above.

You agree to indemnify and hold harmless Nursing on Demand, Nursing on Demand’s affiliates, and each of its and their respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, that arise out of any User-Provided Content posted or transmitted through the Application by you or by others using your account.

Indemnification.

You agree to defend, indemnify, and to hold harmless Nursing on Demand, Nursing on Demand’s affiliates, and each of its and their respective officers, directors, managers, employees, shareholders, agents, representatives, licensors, successors and assigns, from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys’ fees on account thereof) arising, resulting from or relating to: (a) your use of the Application or our website or your inability to use the Application or our website; or (b) an allegation that you violated any representation, warranty, covenant or condition in this Agreement. Your agreement to defend, to indemnify, and to hold Nursing on Demand (and its officers and directors) harmless applies whether a claim against Nursing on Demand is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to your violation of any third party right, a claim that the Application and/or our website caused damage to you or to any third party and/or your use and access to the Application and/or our website. This indemnification section shall survive your termination of or cessation of use of the Application and our website.

We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

Third Party Web Sites, Products and Services.

The Application and/or our website may link to or promote websites, products and/or services from other companies or offer you the ability to download software from other companies. You agree that Nursing on Demand is not responsible for, and does not control, those websites or any third party products or services. Nursing on Demand encourages you and any minor for whom you are responsible to be aware of this when you leave the Application or click on links controlled by third parties, and to read the legal notices and privacy policies of each and every location you visit. Your use (or that of any minor for whom you are responsible) of a third party product, service or website will be subject to such third party’s terms of use, privacy policy and any other applicable terms and conditions

Governing Law and Choice of Forum.

This Agreement contains the final and entire agreement between us regarding your use of the Application and our website for yourself, a member of your household or for any minor for whom you are responsible, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the foregoing. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable. No amendments or modifications to this Agreement shall be valid unless in writing and signed by all Parties. We may discontinue or change the Application and/or our website, or its/their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Colorado, United States of America applicable to contracts made entirely within Colorado and wholly performed in Colorado, without regard to any conflict or choice of law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or in any way related to the Application will be an appropriate federal or state court located in Middlesex County and or Boston, Massachusetts.

This Agreement is not intended to benefit any third party, and does not create any third party beneficiaries. Accordingly, this Agreement may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Application or this Agreement must be filed by you within one year after such claim or cause of action arose or be forever barred. Any and all provisions of this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

Assignments; No Waiver.

Nursing on Demand may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of Nursing on Demand’s successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under the Agreement, will not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

Promotions and Offers.

We may, as part of our services to users, encourage you to participate and enjoy our promotions. The following terms and conditions apply to all offers and promotions, unless otherwise stated. By accepting any promotional offer, you agree to be bound by the following additional terms. The Application reserves the right to send particular promotions to particular Account holders. We may use any personal information you provide to us (including your email address), to provide you (by email or otherwise) with information regarding our contests and promotions, provided, however, that we will only use your personal information in accordance with our Privacy Policy.

Price discounts cannot be used together or combined with other discount offers or promotional offers. Promotional offers are intended for the addressed recipient only and cannot be transferred. If you are not the intended recipient, then the offer is null and void. We may request further information from you if you wish to participate in our promotions and offers.

Participation in these promotions is completely voluntary. Therefore, you have the choice to decline to participate in any promotion where you are required to provide further information about yourself. Nursing on Demand is not responsible for any unauthorized promotions and offers offered by third parties through the Application.