

## ColorCodeHappy.com User Terms of Use

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**2. Disclaimer.** The Content on this Site is presented in a summary fashion, and is intended to be used for informational purposes only. We do not endorse or warrant any product, service or Content contained in this Site. This Site is not intended to render medical advice nor be a resource for medical diagnosis.

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**6. Usage Rules.** We reserve the right to deny you access to any and all parts of this Site and suspend or terminate your account, for any reason or no reason, and at our sole discretion. The following rules shall govern your conduct regarding the use of the Site.

(a) **Unlawful Purposes.** In order to create a hospitable environment for all of our users, certain types of activities and communications are prohibited. As a condition of your use of the Site, you agree that you will not use the Content for any purpose that is unlawful or prohibited by these Terms of Use.

(b) **Unsolicited Information.** This Site may provide opportunities to provide us feedback regarding the Site and our various offerings and other unsolicited submissions (collectively "Unsolicited Information"). You may only provide Unsolicited Information that conforms to these Terms of Use. We welcome your comments and feedback

concerning the Site, but we do not accept or consider other unsolicited ideas, including ideas for new advertising campaigns, new promotions, new technologies, processes, materials or marketing plans. Accordingly, please do not send such unsolicited ideas to us. By providing Unsolicited Information, you thereby grant us a perpetual, royalty-free, fully paid up and irrevocable right and license to use, reproduce, modify, publicly display, distribute, transmit, sublicense, create derivative works from, transfer, sublicense and sell such Unsolicited Information.

(c) Prohibition on Use by Minors Under The Age of 13. This Site is intended for an adult audience in the nursing profession and CHILDREN UNDER THE AGE OF THIRTEEN ARE NOT PERMITTED TO SUBMIT ANY PERSONAL DATA OR UNSOLICITED INFORMATION.

(d) Unauthorized access. You shall not permit any other person (other than an agent acting on your behalf and subject to your direct supervision) to access the Site using your account for any purpose.

(e) Interference with Other Users' Use. You shall not interfere with other users' use of the Site, including, without limitation, disrupting, spamming or otherwise using abusive tactics to deter others from using the Site.

(h) Harmful Code. You may not post or transmit any file to this Site or to any other user which contains viruses, worms, time bombs, Trojan horses or any other contaminating or destructive code.

(i) Abusive Conduct. You shall not upload, post, email, link to, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, abusive, hateful, vulgar, indecent, obscene, lewd, lascivious, pornographic, libelous, defamatory, invasive of another's privacy, hateful or promoting racism, bigotry, hatred or physical harm of any kind against any group or individual.

(j) Unsolicited Communications Prohibited. You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services.

(k) Other Prohibited Activities. You agree not to use the Site (or assist or encourage others to use the Site) in order to:

1. "Stalk" or otherwise harass any person, or contact any person who has requested not to be contacted;
2. Exploit people in a sexual or violent manner;
3. Solicit personal information from anyone under the age of 18;
4. Solicit passwords or personal identifying information for commercial or unlawful purposes from other users;
5. Impersonate another person or entity, whether or not a user of the Site;
6. Upload, post, email, transmit or otherwise make available restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
7. Upload, post, email, transmit or otherwise make available any communications that provides instructional information about illegal

- activities such as making or buying illegal weapons or promote physical harm or injury against any group or individual, violating someone's privacy, or providing or creating computer viruses;
8. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels stating the origin or source of software or other material contained in a file that is posted;
  9. Promote, engage or otherwise make available any unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, disruptive commercial messages, false or misleading information or any other form of solicitation;
  10. Attempt to sell, modify, reverse engineer, disassemble, decompile, frame, decrypt, decompile, create derivative works of or otherwise exploit for any commercial purpose the Site, any portions thereof (including the Content), or any systems of Strategic Communications or its affiliated organizations without Strategic Communications' prior written consent;
  11. Do anything that may interfere with the operation of the Site, including, but not limited to, hacking, spamming and flood attacking;
  12. Remove any copyright, trademark or other proprietary rights notices contained in or on the Site;
  13. Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
  14. Attempt to harvest, scrape, copy or otherwise collect information, or Content from the Site, to retrieve or index any portion of the Site or collect information about other users for any purpose not expressly authorized by Company, including, without limitation, republishing the same on a third party website, either manually or through any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, site search/retrieval application, intelligent agents or other device);
  15. Access content or data not intended for you, or log onto a server or account that you are not authorized to access;
  16. Create user accounts by automated means, or under false or fraudulent pretenses; or provide false, misleading or inaccurate information to Company or any other user;
  17. Impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
  18. Use "ad blocking" software or similar built-in web browser options designed to hide, block or prevent the proper display of online advertising (if any) while using the Site;
  19. Modify or change the placement and location of any advertisement, if any, while using the Site;
  20. Harvest or otherwise collect information about other Site users, including email addresses, passwords, user names and phone numbers;
  21. Use the Site to solicit or recruit other users to another Site; or
  22. Cover or obscure the banner advertisements on your personal profile page, or any Company page via HTML/CSS or any other means.

Any violation of this section may subject you to civil and/or criminal liability. Additionally, if you commit any of the above, Company may, in its sole discretion, and without limiting any of their other remedies, terminate your ability to use the Site.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to the United States or to or from your country of residence and expressly consent to and acknowledge that by using the Site they may be transferring personal data to the United States without any liability or obligation on the part of Company except as set forth in this Agreement and in Company's Privacy Policy.

Although Company cannot monitor the conduct of its users off the website, it is also a violation of these rules to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. In order to protect our users from such advertising or solicitation, Company reserves the right to restrict the number of system-generated emails which a user may send to other users in any 24-hour period to a number which Company deems appropriate in its sole discretion.

## **7. Disclaimers.**

a. Geographic Disclaimer. The Site is administered by the Company from Los Angeles, California. Access to the Site and the Content as well as the terms of our Privacy Policy (incorporated by this reference), may not be legal for some persons or in some countries outside the United States and Canada. Additionally If you elect to access and use the Site and Content from outside of the United States and/or Canada, you do so at your own risk and are solely responsible for complying with all applicable laws and regulations.

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**8. Indemnification.** You agree to indemnify, defend and hold harmless the Company, their affiliates, and their respective officers, directors, employees, agents, information providers, partners, advertisers and suppliers (collectively, the "The Protected Parties")

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NONE OF PROTECTED PARTIES WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSSES, DAMAGE OR DESTRUCTION OF DATA, THAT AND DAMAGES OR LOSSES YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THIS SITE OR OUR EQUIPMENT, OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THIS SITE AVAILABLE TO YOU OR COLLECTING THE DATA CONTAINED THEREIN, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO OR YOUR INABILITY TO ACCESS THE SITE, OR THE CONTENT WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF ANY OF THE PROTECTED PARTIES.

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**10. Third Party Rights.** The provisions of paragraph 8 (Indemnification) and 9 (Waiver, Release and Limitation of Liability) are for the benefit of the Protected Parties. Each of the Protected Parties shall have the right to assert and enforce those provisions directly against you on its own behalf.

**11. User Representations.** You represent and warrant that you are at least the age of majority in your jurisdiction and that you possess the legal right and ability to agree to these Terms of Use and to use the Site in accordance with these Terms of Use. You agree to be financially responsible for your use of the Site (as well as for use of your account by others (whether authorized or unauthorized), including use by any minors living with you) and to comply with your responsibilities and obligations as stated in these Terms of Use.

**12. Miscellaneous.** These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without regarding provisions relating to conflicts of law. You agree that any legal action or proceeding between the Company and you for any purpose concerning these Terms of Use or the parties' obligations hereunder shall be resolved individually, without resort to any form of class action, exclusively in the state or federal courts located at Los Angeles, California, USA, and we both expressly consent to such jurisdiction. These Terms of Use constitute the entire Agreement between us and you with respect to your access and use of the Site. Any failure by us to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you.

**13. Privacy Policy.** For information concerning your privacy and how we use and share data, please refer to our [Privacy Policy](#)

**14. Notice.** We may deliver notice to you under these Terms of Use by means of electronic mail, a general notice on the Site, or by written communication delivered by first class U. S. mail to your address on record in your account information, if any. You may give notice to us at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Strategic Partners, Inc.  
9800 De Soto Ave  
Chatsworth, CA 91311

[Back to the top](#)