

## **Terms of Service for Mihaela's Nursing Services**

Last updated: Jan.2024

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <https://mihaelanurse.getszen.com/> website (the "Service") operated by Mihaela's Nursing Services ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

### **1. Use of the Service**

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

### **2. Accounts**

Where the Service requires an account, you agree to provide us with complete and accurate information and to keep this information up to date. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

### **3. Intellectual Property**

The Service and its original content, features, and functionality are and will remain the exclusive property of Mihaela's Nursing Services and its licensors. The Service is protected by copyright, trademark, and other laws in both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of [Your Service Name].

### **4. Links To Other Web Sites**

Our Service may contain links to third-party websites or services that are not owned or controlled by Mihaela's Nursing Services.

Mihaela's Nursing Services has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

### **5. Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

## **6. Indemnification**

You agree to defend, indemnify, and hold harmless Mihaela's Nursing Services and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms.

## **7. Limitation Of Liability**

In no event shall Mihaela's Nursing Services, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

## **8. Governing Law**

These Terms shall be governed and construed by the laws of California, CA, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## **9. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at our sole discretion.