pCare™ Website Terms of Use

The following are terms of a legal agreement between you and pCare™. By accessing, browsing, or using this website, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations including export and re-export control laws and regulations. If you do not agree to these terms, please do not use this website.

pCare may, without notice to you, at any time revise these Terms of Use and any other information contained on this website by updating this posting. pCare may also make improvements or changes in the products, platform, services, and programs described on this site at any time without notice.

General

This website contains proprietary notices and copyright information, the terms of which must be observed and followed. This site and all content on this site may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or used for the creation of derivative works without pCare's prior written consent, except that pCare grants you nonexclusive, nontransferable, limited permission to access and display the web pages within this site, solely on your computer and for your personal, noncommercial use of this website. This permission is conditioned on your not modifying the content displayed on this site; your keeping intact all copyright, trademark, and other proprietary notices; and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth on this site. Notwithstanding the foregoing, any software and other materials that are made available for downloading, access, or other use from this site with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the terms, conditions, and notices on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission in the preceding paragraph, pCare does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another website or in any other media.

Certain disclaimers

Information on this website is not promised or guaranteed to be correct, current, or complete, and this site may contain technical inaccuracies or typographical errors. pCare assumes no responsibility (and expressly disclaims responsibility) for updating this site to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any services, products, or other matters described on this site.

pCare provides no assurances that any reported problems will be resolved by pCare, even if pCare elects to provide information with the goal of addressing a problem.

Confidential information

pCare does not want to receive confidential or proprietary information from you through our website. Please note that any information or material sent to pCare will be deemed NOT to be confidential. By sending pCare any information or material, you grant pCare an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that pCare is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally identifiable information that you submit to pCare for the purpose of receiving products or services will be handled in accordance with our privacy policies.

Please see the page entitled "Privacy" for information regarding pCare's privacy policies.

Business relationships

This website may provide links or references to non-pCare websites and resources. pCare makes no representations, warranties, or other commitments whatsoever about any non-pCare websites or third-party resources that may be referenced, accessible from, or linked to any pCare site. A link to a non-pCare website does not mean that pCare endorses the content or use of such website or its owner. In addition, pCare is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from a pCare site. Accordingly, you acknowledge and agree that pCare is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, services, products, or other materials on or available from those sites or resources.

When you access a non-pCare website, even one that may contain the pCare logo, understand that it is independent from pCare, and that pCare does not control the content on that website. It is up to you to take precautions to protect yourself from viruses, worms, Trojan horses, and other potentially destructive programs, and to protect your information as you deem appropriate.

Disclaimer of warranty

Use of this site is at your sole risk. All materials, information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever. pCare expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, pCare makes no warranty or guarantee that this website will be uninterrupted, timely, secure, or error-free.

You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, or services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system.

Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to you.

Limitation of liability

In no event will pCare be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this website or any use of this website, or of any site or resource linked to, referenced, or accessed through this website, or for the use or downloading of, or access to, any materials, information, products, or services including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if pCare is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through this website. In the event of any conflict, such additional or different terms, conditions, and notices will prevail over these Terms of Use.

For any questions concerning pCare, please contact:

pCare Marketing TVR Communications, LLC. 1979 Marcus Avenue, Suite 226 Lake Success, NY 11041 718-458-2212 info@p-care.com