

Terms and Conditions

Please print these terms and conditions, share with all members of your staff, and keep a copy on file for future reference.

- 1. By registering on this website (<u>www.ccoptimize.com</u>), the user agrees to all terms and conditions.
- 2. Definition of Terms: 'CompassCare', 'us', or 'our' refers to Crisis Pregnancy Services, Inc. dba CompassCare Pregnancy Services. 'PRC' (Pregnancy Resource Center), 'you', ' your' refers to the person requesting access to these materials and accepting CompassCare's terms and conditions, as well as the organization that individual represents. 'Materials' refers to all Optimization Tool[®] documents, video files, marketing collateral, audio files and any other materials or tools used to evaluate, clarify, or reproduce a linear service platform for women facing unplanned pregnancy. "All terms" refer to the acceptance and use of the CompassCare Optimization Tool[®] (OT).
- 3. CompassCare is the sole and exclusive owner of the Optimization Tool (OT) materials available on this website and, upon acceptance of these terms and conditions and approval, CompassCare grants you free of charge a non-exclusive, nontransferable license to use the materials subject to these terms and conditions. The proprietary rights and copyright of the OT materials remain with CompassCare.
- 4. These materials may not be redistributed to a third party or repurposed for any reason in any form in whole or in part without prior written agreement from CompassCare's president or his designee.
- 5. You will supervise and control use of these materials in accordance with these terms and conditions. This includes ensuring that all members of your staff are aware of them.
- 6. Any login information or passwords provided for this website may not be shared with any other organization, or individual not representing your PRC.
- 7. All materials provided on this web site are done so for the sole purpose of enabling Pregnancy Resource Centers (PRCs) to more effectively reach women at risk for abortion and serve them in a way that more consistently helps them have their babies.
- 8. By agreeing to these terms and conditions, you acknowledge that you represent a legitimate PRC that shares the CompassCare mission of 'erasing the need for abortion.'
- 9. You agree to abide by the PRC Code of Conduct.
- 10. CompassCare reserves the right to remove, modify, or otherwise change materials at any time without warning.
- 11. Any and all information collected on this site will be deemed strictly confidential and will not be sold, disclosed, loaned, rented, repurposed, published, traded, or otherwise distributed to any third party. It will be used solely by CompassCare to evaluate eligibility and grant approval for use of materials.
- 12. Access to the Optimization Tool[©] materials is subject to the discretionary approval by CompassCare, and may be denied at any time without warning.
- 13. You are aware of the following warnings regarding usage of the Optimization Tool[©]:

- The Optimization Tool[©] is intended to be implemented as a whole, and was designed to target the Abortion-Minded woman. Partial implementation or alternative uses of the OT are severely discouraged.
- The OT Linear Service Process will not be effectively implemented unless the philosophy
 of ministry as described in the OT Manual is adopted, as well as the tactical service
 process.
- Self-training resources are included in the OT manual, but consulting with a Certified OT Coach on a fee-for-service basis is recommended.
- The OT is designed as a highly measurable, metrics-driven patient service model. It will not produce effectiveness without the ability to accurately measure and report.

 Consider purchasing one of the OT-approved databases.
- 14. Warranty: CompassCare warrants that it has the right to provide all OT materials, but these materials are provided on an 'as-is' basis without warranty of any kind, express or implied, oral or written. CompassCare does not warrant that the materials are error-free, accurate or complete, nor will it warrant the results of effectiveness at your location.
- 15. Liability: CompassCare shall not be liable for any loss or damage whatsoever arising directly or indirectly in connection with the downloading and use of these materials except to the extent to which it is unlawful to exclude such liability under the applicable law. CompassCare expressly excludes liability for any indirect, special, incidental or consequential loss or damage that may arise with respect to the use of these materials.
- 16. Indemnification: You agree to indemnify, defend, and hold harmless CompassCare, it's officers, directors, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your use of these materials, by you or any other person accessing these materials through your account.