

Terms of Use for randischwartzphd.com

Effective Date: Sep 1, 2025

1. Agreement to Terms

Welcome to randischwartzphd.com (the "Site"). These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and the owner of this Site ("we," "us," or "our"), concerning your access to and use of the Site.

By accessing the Site, you acknowledge that you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

2. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3. User Representations

By using the Site, you represent and warrant that:

- (a) you have the legal capacity and you agree to comply with these Terms of Use;
- (b) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- (c) you will not use the Site for any illegal or unauthorized purpose; and
- (d) your use of the Site will not violate any applicable law or regulation.

4. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except

those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Engage in any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
- Circumvent, disable, or otherwise interfere with security-related features of the Site.
- Engage in unauthorized framing of or linking to the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Use the Site in a manner inconsistent with any applicable laws or regulations.

5. Third-Party Websites and Content

The Site may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, or other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site.

6. Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use; and (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

7. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON.

8. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for

any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

9. Governing Law

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be entirely performed within the State of Maryland, without regard to its conflict of law principles.

10. Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, OR (3) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY.

11. Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: randi@randischwartzphd.com