Last Updated: June 1, 2018

## **Terms and Conditions of Use**

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## By using this site, you signify your assent to these Terms and Conditions of Use. If you do not agree to all of these Terms and Conditions of Use, do not use this site.

The International Marcé Society for Perinatal Mental Health ("the Marcé Society") may revise and update these Terms and Conditions of Use at any time. Modifications to these Terms and Conditions of Use will be posted on the Marce Society website and the "Last Updated" date at the top of this webpage will be revised. Your continued use of the Marce Society website (the "Marcé Website" or the "Site") will mean you accept those changes.

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1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Marcé Society Website conditioned on your continued acceptance of, and compliance with, these Terms and Conditions of Use ("Terms of Use"). You may use the Marcé Society Website and the Marcé Society Content (as defined below) for your noncommercial personal use and for no other purpose. The Marcé Society reserves the right to bar, restrict or suspend any user's access to the Marcé Society Website, and/or to terminate this license at any time for any reason. The Marcé Society reserves any rights not explicitly granted in these Terms of Use.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive the Marcé Society's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Marcé Society Website, any Marcé Society Content (as defined below), or any portion thereof. Further, you may not (i) use the Marcé Society Website for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Marcé Society Website, including Marcé Society Content; (ii) interfere with the proper working of the Marcé Society Website including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the Marcé Society Website; or (iv) upload any kind of content that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit, or any material that would give rise to any civil or criminal activity under applicable law or regulations or that otherwise would be in conflict with these Terms of Use or the Privacy Policy.

3. Your Acceptance; Revisions to Terms of Use. The Marcé Society Website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and the Marcé Society regarding your use and

access to the Marcé Society Website. By using the Marcé Society Website you agree to the Terms of Use.

The Marcé Society reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Marcé Society Website. Your use of the Marcé Society Website signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Marcé Society Website. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 23, shall apply to a controversy or claim of which Marcé Society had actual notice on or before the date of any such revision.

4. The Marcé Society Policies; Additional Terms and Conditions. The Marcé Society's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the Marcé Society Website (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the Marcé Society Website you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of the Marcé Society Website are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. The Marcé Society is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact the Marcé Society at <u>info@marcesociety.com</u> immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about the Marcé Society's data protection practices and the Marcé Society's use and protection of your personal information, please read the the Marcé Society's privacy policy ("Privacy Policy") which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the Marcé Society Website and not interfere with the use and enjoyment of the the Marcé Society Website by other users or with the Marcé Society's operation and management of the the Marcé Society Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the the Marcé Society Website, including, without limitation,

information required to be provided through a registration form of the Marcé Society. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, the Marcé Society reserves the right to terminate your access and use of the the Marcé Society Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the the Marcé Society Website, or defame or otherwise harm any party, including the Marcé Society, through your use of the Marcé Society Website.

9. User-Generated Content. In some instances, the Marcé Society may allow posting of third party content, including without limitation user content or content which you may create. The Marcé Society does not claim ownership of content that you post on or through the Marcé Society Website, such as comments or posts that you submit on forums, blogs, or other websites ("User-Generated Content"). When submitting User-Generated Content, you will abide by any terms set by the Marcé Society with respect to such submission, all of which terms are incorporated herein by reference. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to the Marcé Society a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to the Marcé Society's Privacy Policy. You agree to post or submit User-Generated Content for non-commercial purposes only, submit all materials in the English language, provide that all submissions are topic or article relevant, and that all content will be legible and comprehensible. With respect to content from the Site that you download under these Terms of Use, the authorization given herein is for a single copy of the material on the Marcé Society Site for your personal, non-commercial use, and only if you include the following copyright notice: "© 2018 MARCÉ SOCIETY, All Rights Reserved" and any other copyright and proprietary notices that are contained in the content. You agree that you will not upload any personally identifiable information (such as name, phone number, email address, social security number, etc.) or private health information to the Site and you agree that any upload is nonconfidential for all purposes, and you release the Marcé Society from any liability with respect to invasion of privacy, rights of publicity, or other similar right or tort action with respect to subsequent disclosure of such content (except for the rights you may have under the Privacy Policy).

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13. Patient Information. The Marcé Society Website, including any public forums which you may access via the Marcé Society Website, may contain confidential patient information ("Patient

Information"). State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.

14. Third Party Information. The Marcé Society Website may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or other information made available by third parties such as content providers and other users of the Marcé Society Website are those of the respective third party and not of the Marcé Society or its affiliates The Marcé Society makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

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16. Links to Third Party websites. The Marcé Society Website may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which the Marcé Society exercises no control. The appearance of any such third party links (provided by the Marcé Society or by a third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to the Marcé Society Website, you do so entirely at your own risk.

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In the event you are dissatisfied with, or dispute, these Terms of Use, the Marcé Society Website and/or Marcé Society Content, your sole right and exclusive remedy is to terminate your use of the Marcé Society Website, even if that right or remedy is deemed to fail of its essential purpose.

You confirm that the Marcé Society has no other obligation, liability or responsibility to you or any other party.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE MARCÉ SOCIETY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless Marcé Society Parties from and against all claims arising from or in any way related to your use of the Marcé Society Website and/or Marcé Society Content, a violation by you of these Terms of Use, or any other actions connected with your use of the Marcé Society Website and/or Marcé Society Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. The Marcé Society will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to the Marcé Society Parties other than under this Section.

22. Term and Termination. These Terms of Use will take effect at the time you begin using the Marcé Society Website. The Marcé Society reserves the right, with or without notice, at any time and for any reason to deny you access to the Marcé Society Website or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the Marcé Society website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Marcé Society Website, including any Marcé Society Content, in your possession.

23. Arbitration; Venue. Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Nashville, Tennessee. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Tennessee and/or the United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE

TERMS OF USE. The Marcé Society reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue class action or classwide arbitration shall be brought only in the United States District Court for the Middle District of Tennessee or any State of Tennessee court located in Davidson County, Tennessee.

24. Governing Law. These Terms of Use and all matters regarding your use of the Marcé Society Website shall be governed by, construed in accordance with, and enforced under the laws of the United States of American and the State of Tennessee applicable to contracts made and executed and wholly performed in the State of Tennessee, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. Waiver and Severability. The failure of the Marcé Society to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. Complete Agreement. These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and the Marcé Society relating to the Marcé Society Website and its use by you, and supersedes any previous written or oral communication regarding use of the Marcé Society Website.

27. Contact Information. If you have any questions or concerns regarding these Terms of Use or the Marcé Society Website, please visit our "Contact Us" page.

28. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Marcé Society Website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. Use of the Marcé Society Website and Marcé Society Content outside of the United States. Marcé Society makes no claims regarding access or use of the Marcé Society Website or Marcé Society Content outside of the United States. If you use or access the Marcé Society Website or Marcé Society Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

30. Notice and Takedown Procedures/Copyright Agent. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access

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- b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c) Your name, address, telephone number and (if available) e-mail address.
- d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f) A signature or the electronic equivalent from the copyright holder or authorized representative.
- g) The Marcé Society's agent for copyright issues relating to this web site is as follows:

The Marcé Society Attn: Office of Privacy 5034 Thoroughbred Lane Or call: 615-324-2365

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