

## Lee Carlson Center for Mental Health and Well-Being Website Terms and Conditions

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**1. License.** We grant you a nonexclusive nontransferable license to use the Sites and the services therein subject to the terms hereof for a period beginning on the date of acceptance of these Terms and Conditions and ending on the earlier of: (a) the date we notify you of our termination of these Terms and Conditions; or (b) the date you notify us of your termination of these Terms and Conditions. It is your responsibility to properly protect your login information, including your username and password, from use by third parties. You may use the Sites and LCC Content for your noncommercial personal and/or educational use and for no other purpose.

**2. License Restrictions.** Unless otherwise expressly stated in these Terms and Conditions or you receive LCC’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 Sites, any LCC Content (as defined below, Section 6), or any portion thereof. Further, you may not:

- a. use the Sites 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 Sites, including LCC Content;
- b. interfere with the proper working of the Sites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, denial of service attack or other limiting routine, instruction or design; or
- c. interfere with any other person’s use and enjoyment of the Sites.

**3. Your Acceptance; Revisions to Terms and Conditions.** The Sites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms and Conditions constitute a legally binding agreement between you and LCC regarding your use and access to the Sites. By using the Sites

you unconditionally agree to these Terms and Conditions. LCC reserves the right to revise these Terms and Conditions at any time in its sole discretion by posting revised Terms and Conditions to the Sites. Your use of the Sites signifies your acceptance of all the terms of use contained within the Terms and Conditions posted at the time of your use.

**4. Privacy Policy.** For information about LCC's data protection practices and LCC's use and protection of your personal information, please read LCC's Privacy Policy which is incorporated by reference into these Terms and Conditions.

**5. User Obligations.** As a precondition to use the Sites, you warrant and guarantee that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Sites and not interfere with the use and enjoyment of the Sites by other users or interfere with LCC's operation and management of the Sites. You unconditionally agree that you will not use the Sites to upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto:

a. that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

c. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

d. that contains any unsolicited or unauthorized advertising, promotional materials or spam;

e. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and

f. that may intentionally or unintentionally violate any applicable local, state, national or international law.

**6. Trademarks and Copyrights: Content.** The Content of the Sites includes, without limitation:

a. LCC's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively the "**Marks**");

b. information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, and photographs; and

c. the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Sites (the items identified in subsections (a) (b) and (c) shall be collectively referred to herein as the “**Content**”).

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**8. No Unlawful, Prohibited, or Reckless Use.** As a condition of your use of the Sites and the services and products therein, you warrant to LCC that you will not use the Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. You may not use the Sites in any manner that could jeopardize your safety or the safety of others, including texting, streaming, e-mailing, or using the Sites while driving or participating in other activities that require your attention to safety.

**9. Notification of Claimed Copyright Infringement.** Pursuant to 17 U.S.C. Section 512(c)(2) of the Copyright Act, LCC designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Name: Rob Edwards

Title: CEO

Phone Number: 763-780-3036

Email: redwards@leecarlsoncenter.org

Address: available upon request

**10. Third Party Information, Advertisements and Websites: Exclusion of Liability.** Use of the Internet and the Sites is solely at your risk and is subject to, without

limitation, all applicable local, state, national and international laws and regulations. Unless expressly required by law, LCC does not and cannot guarantee the confidentiality or security of any communication or other material transmitted to or from the Sites over the Internet or other communication networks. The Sites may contain advertisements, but the inclusion of advertisements on the Sites does not imply endorsement of the advertised products or services. LCC shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Sites. The Sites also may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the Sites are those of the respective third party and not of LCC or its affiliates. LCC 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.

**11. Indemnification.** If anyone brings a claim or threatened claim against LCC arising out of your actions or use of the Sites or the services and products therein, or anyone else's use thereof through your account, you agree to indemnify and hold LCC, its parents, subsidiaries, affiliates, managers, officers, agents, independent contractors, and employees harmless from any claim or demand, including reasonable attorney's fees and costs at arbitration, through trial or on appeal, in addition to all other sums provided by law.

**12. DISCLAIMER OF WARRANTIES.** THE SITES, INCLUDING SERVICES AND PRODUCTS ON THE SITES, AS APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. YOUR USE OF THE SITES, INCLUDING ITS SERVICES AND PRODUCTS, IS AT YOUR OWN RISK. LCC DISCLAIMS ALL WARRANTIES REGARDING THE ACCURACY, SAFETY, AND/OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE SITES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LCC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WHILE WE TAKE REASONABLE PRECAUTIONS AGAINST INFECTION OF THE SITES BY MALWARE, WE CANNOT GUARANTEE THERE WILL BE NO SUCH INFECTION. NOR CAN WE GUARANTEE THAT THE SITES WILL BE PROVIDED IN A MANNER THAT IS UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION IS INAPPLICABLE IN SUCH JURISDICTIONS. THE SITES ARE INTENDED TO PROVIDE INFORMATION FOR EDUCATIONAL PURPOSES ONLY AND ARE THE INTERPRETATIONS OF LCC AND/OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENTS. YOU SHOULD NOT RELY ON INFORMATION FROM THE SITES AND THE SERVICES AND PRODUCTS THEREIN IN PLACE OF

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**14. Termination.** LCC may terminate your account, and remove and discard any of your content, at any time without notice, for any reason. We will not be liable to you or any third-party for any termination of your access to the Sites. You likewise may delete or disable your account at any time.

**15. Choice of Law and Exclusive Venue.** You agree that all disputes arising under or related to your use or access of the Sites, the products and services offered therein, and these Terms and Conditions shall be brought solely in the federal and state courts

situated in the County of Hennepin, State of Minnesota. You consent to personal jurisdiction and venue in the federal and state courts situated in the County of Hennepin, State of Minnesota. The validity, interpretation, construction, performance, enforcement, remedies, and the rights and obligations of the parties to the Sites, the products and services offered therein, and these Terms and Conditions, shall be governed and construed by the substantive laws of the State of Minnesota (without regard to the conflict of laws rules or statutes of Minnesota or any other jurisdiction that might result in the application of other law).

**16. Entire Agreement.** These Terms and Conditions, along with the LCC Privacy Policy, constitute the entire agreement between you and LCC with respect to the subject matter herein and supersedes all prior oral and written agreements, promises, negotiations, commitments, representations, inducements, statements and communications. No oral representation and no prior or contemporaneous oral or written matters extrinsic to these Terms and Conditions shall have any force or effect as to the provisions of these Terms and Conditions. All prior and contemporaneous discussions concerning the subject matter of these Terms and Conditions have been merged and integrated into, and are superseded by, these Terms and Conditions.

**17. Modifications and Amendments.** LCC reserves the right, at any time, to modify or amend the Terms and Conditions without prior notice to you. Modifications and/or amendments are effective immediately upon being posted on the Sites. Your continued use of the Sites and the services and products therein after any modifications or amendments are posted constitutes your acceptance of the modifications or amendments. Except as provided in this paragraph, these Terms and Conditions may not be amended except by agreement in writing signed by the party against whom enforcement of the amendment is sought.

**18. Waiver.** LCC's failure to exercise or enforce any term in these Terms and Conditions will not constitute a waiver of such term.

**19. Severability.** If any provision of these Terms and Conditions is declared to be invalid, unenforceable, or void by a court of competent jurisdiction, such provision will be deemed stricken, and the Terms and Conditions will be reformed to replace that provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of the Terms and Conditions shall have the same force and effect as if such provision had never been included.

**20. Attorney's Fees.** In the event that any action, suit or legal proceeding is initiated or brought to enforce any or all of the provisions of these Terms and Conditions, you agree that LCC shall be entitled, in addition to any other remedies provided by law or equity, to collect from you, and you agree to pay LCC its costs and expenses, including reasonable attorney's fees, costs, disbursements, photocopy charges, witness fees, subpoena fees, expert witness fees, computerized legal research fees, computer forensics consulting fees, and all other expenses incurred by LCC, including those on

appeal and in connection with the enforcement or collection of any order, award, or judgment against you, to the extent that LCC prevails (in whole or part) in such legal proceeding.

**21. Assignability.** The rights, responsibilities, or obligations granted or assumed with respect to these Terms and Conditions may not be assigned by you, in whole or in part, without first obtaining LCC's written consent.

**22. Rule of Construction.** It is expressly agreed by the parties to these Terms and Conditions that the rule of construction that a document should be more strictly interpreted against the person who drafted it shall not apply to any provision.

**23. Use of Websites and Content outside of the United States.** LCC makes no claims or guarantees regarding access or use of the Sites or the LCC Content outside of the United States. If you use or access the Sites or the LCC Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction as well as these Terms and Conditions.

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