

**SOCIETY FOR PUBLIC HEALTH EDUCATION, INC.**  
**SOPHE KNOWLEDGE CENTER**  
**TERMS OF USE**  
**Effective Date: June 17th, 2013**

These “Terms of Use” and the Privacy Policy are an agreement between you and the Society for Public Health Education, Inc. (“Society”, “we”, “us” or “our”) concerning use of the SOPHE Knowledge Center website (defined below) (the “Website”). You agree to be bound by the Terms of Use and the Privacy Policy by using the Website or clicking a button to accept these Terms of Use. You will also comply with additional rules or guidelines applicable to certain services on the Website, if any, that are incorporated in the Terms of Use. If you do not agree to the Terms of Use, or you are not eligible to use the Website, please exit and do not use the Website.

1. **“WEBSITE” DEFINED.** The “Website” encompasses the Society’s United States website, including without limitation, pages concerning the SOPHE Knowledge Center, all web pages accessible at or through [www.sophe.org](http://www.sophe.org) and all associated Society web pages, and all content, materials, information, policies, modifications, updates, enhancements, revisions, new features, and or new web properties of such pages, along with all Website services provided through such websites and web pages.
2. **SOCIETY RIGHT TO MODIFY TERMS OF USE.** You are responsible for regularly reviewing these Terms of Use. Society reserves the rights, in its sole discretion, to change, modify, add, remove or terminate any portion of the Website or these Terms of Use, in whole or in part, at any time, without prior notice. All changes to these Terms of Use are effective immediately upon being posted to the Website. Your continued use of the Website following any changes to these Terms of Use will mean you accept these changes.
3. **SITE USE.** The Website, [www.sophe.org](http://www.sophe.org), and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Society in connection therewith are owned and operated by Society. Subject to the terms and conditions of these Terms of Use, Society may offer to provide certain services, such as the SOPHE Knowledge that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Society performs for you, use of Society’s Website through authorized third parties, and the Content (as defined below) offered by Society on the Website. Society may change, suspend or discontinue the Services at any time, including the availability of any feature or Content (as defined below). Society may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. If you make any use of the Services other than as provided herein, you may violate copyright and other laws of the United States and other countries, as well as applicable state laws, in addition to breaching these Terms of

Use, and you may be subject to substantial damages FOR WHICH YOU SHALL BE SOLELY LIABLE.

**4. RESTRICTIONS ON WEBSITE USE.** You agree to use the Website only as provided herein. You will not:

- Transmit to the Website any content, or conduct yourself in any manner, that is or could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, abusive, harassing, inflammatory, pornographic, violent, profane, threatening, unfair, inaccurate, deceptive or unlawful, or that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law.
- Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or that is provided with Website materials or accessed through the Website.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Send any bulk commercial email, or send any unsolicited email to any party.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.
- Use the Website in any manner that could create a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
- Violate any code of conduct or other guidelines which may be applicable to any particular Website services.
- Violate any applicable laws or regulations, including any intellectual property laws or regulations, or violate these Terms of Use.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or of the Website server.
- Access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Website, including misrepresentation as a Society agent or representative, or misrepresentation stating or implying our endorsement of you or your product or activity.
- Use the Website for political purposes.

**5. INFORMATION DISCLOSURE.**

## **5.1 Disclosure under Law.**

The Society reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in the Society's sole discretion.

## **5.2 Providing Correct Personal Information**

In the course of using the Website, you may be required to enter certain information, including without limitation personal information (collectively, "Information"). You represent and warrant that you will provide the Society with full, true and correct Information, and to update such Information on the Website promptly as reasonably necessary and as required by the Website.

# **6. MATERIALS**

## **6.1 License in Materials**

The Society does not claim ownership of any data, information (both personal or otherwise) or other materials that you enter through the Website (collectively, "Materials"). There are two types of Materials: (a) Materials relating to you that are uploaded for purposes of registering for the Services (collectively, "Account Materials"), and (b) Materials that are uploaded by you for purposes of general dissemination, such as comments, discussion board messages, comments on products described on the Website, or providing Feedback, defined below (collectively, "General Materials"). By transmitting, uploading, inputting, providing or submitting (collectively, "Submitting" or "Submit") any Account Materials, you are granting the Society, its affiliates and sublicensees a non-exclusive, royalty-free, worldwide right to (i) post your Account Materials for your access and use, (ii) make those uses of your Account Materials that are either identified at the time you provide such Account Materials or can reasonably be anticipated by you, (iii) use your Account Materials in the manner specified in the Privacy Policy, and (iv) archive your Account Materials thereafter. Account Materials are only retained by the Society as long as reasonably necessary to provide the services for which such Account Materials were submitted. By Submitting any General Materials, you are granting the Society, its affiliated companies and sublicensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and fully sublicenseable license in and to such General Materials for use for any purpose, and confirming that such General Materials are non-confidential and non-proprietary. You hereby waive all rights to any claim against the Society Entities (defined below) and any Website users for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with Materials. In the event that you Submit to the Society any Account Materials for the purpose of making such materials generally accessible to other Website users, such as for use as part of a content submission, such materials will be deemed General Materials and you grant the Society a General Materials license in such materials.

**6.2 Feedback.** If you provide the Society with Materials about the Website, or the goods and/or services provided through the Website (collectively, "Feedback"), then

in addition to the license granted in all Materials, the Society will have the right to use such Feedback at the Society's discretion, including but not limited to incorporating such Feedback into the Website and the right to assign, license or otherwise use such Feedback. You hereby give the Society a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate such Feedback and use such Feedback for any purpose. No compensation will be paid with respect to the use of your Materials.

### **6.3 Your Responsibility for Materials and the Society's Monitoring Rights**

You will be responsible for your own Materials and the consequences of transmitting those Materials. The Society has no obligation to monitor you or any other user's use of the Website. The Society reserves the right to review and monitor your use of the Website, including without limitation your use of any user ID and/or password in accessing the Website and any Materials Submitted to or revised on the Website, and to remove any Materials that the Society believes in its sole discretion violate these Terms of Use. The Society reserves the right to restrict or terminate your access to the Website, including, without limitation, your access to any or all of the services provided thereunder or your ability to use any Website user ID and/or password, at any time without notice if we believe you have violated these Terms of Use or are likely to violate these Terms of Use or for any other purpose. Your sole remedy against the Society in the event of a dispute arising out of these Terms of Use, the Website or your use thereof, is to terminate these Terms of Use by ceasing your use of the Website. In the event of termination of these Terms of Use, the Society may delete and/or store, in its discretion, Materials and data associated with your use of the Website. The Society may also change, suspend, or discontinue any aspect of the publicly available portion of the Website at any time, including the availability of any Website feature, database, or content.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1 User Representations and Warranties.** By using or accessing the Website or Submitting your Materials, you (1) represent and warrant that you own or otherwise control all of the rights to your Materials necessary to grant the licenses granted in these Terms of Use, including, without limitation, all the rights necessary for you to Submit the Materials, and have all right, power and authority to enter into these Terms of Use and to fully perform hereunder, (2) represent and warrant that your use of the Website, Website content and/or Materials does not and will not violate or infringe any third party right, including but not limited to any third party intellectual property right, right of publicity or privacy, right of trade secret or confidentiality, or contractual right, or violate these Terms of Use, the Privacy Policy or any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject, (3) represent and warrant that you will comply with all applicable laws, contracts and/or agreements, at your sole expense and liability, in connection with your use of or access to the Website, (4) represent and warrant that you will only Submit and use Materials that may be used in accordance with the licenses you have granted herein and (5) agree that the Society

shall not be liable to you or any third party for accepting or not accepting your Materials or for deleting or not deleting your Materials, in whole or in part.

**7.2 Liability Disclaimer.** You acknowledge that the Society is not engaged in rendering engineering, medical, legal, counseling, or other professional services or advice. We encourage you to seek appropriate professional advice from the appropriate professional promptly for any situation or problem that you may have.

**7.3 Forward Looking Statements.** The Website may contain forward looking statements that are subject to risks and uncertainties that might cause actual results to differ from those foreseen. We wish to caution you that these statements are only predictions and those actual events or results may differ materially. The Society assumes no obligation, and does not intend to update these forward-looking statements.

**7.4 External Links or References.** The Website may contain links or references to other parties' Websites, which links are provided as a convenience to you only. Please be aware that we cannot be and are not responsible for the privacy or other practices of any such outside sites (which sites are not part of the Website), and the Society expressly disclaims any and all liability related to such sites and sites relating thereto. The Society does not endorse, and is not responsible or liable for, directly or indirectly, any damage or loss caused or alleged to be caused by or in connection with any content, advertising, products or other information on or available from such linked sites or any link contained in a linked site. We encourage our users to consider this if they decide to visit such outside sites and to read the applicable privacy policies and terms of use of each such sites.

**7.5 Disclaimer of Representations and Warranties.** YOU AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. EFFORTS BY THE SOCIETY TO MODIFY THE WEBSITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THE WEBSITE, INCLUDING ALL CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH, OR IN CONJUNCTION WITH, THE WEBSITE, IS PROVIDED "AS IS," AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (2) OF INFORMATIONAL CONTENT OR ACCURACY, (3) OF NON-INFRINGEMENT, (4) OF QUIET ENJOYMENT, (5) OF TITLE, (6) THAT THE WEBSITE WILL OPERATE IN AN ERROR FREE, TIMELY, SECURE, OR UNINTERRUPTED MANNER, IS CURRENT AND UP TO DATE AND ACCURATELY DESCRIBES THE SOCIETY'S PRODUCTS AND SERVICES, OR IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (7) THAT ANY DEFECTS OR ERRORS IN THE WEBSITE WILL BE CORRECTED, OR (8) THAT THE WEBSITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM.

**7.6 Disclaimer of Liability.** IN NO EVENT SHALL THE SOCIETY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, INTERNAL OPERATING UNITS, AFFILIATES, SUBSIDIARIES, SUBLICENSEES, SUCCESSORS AND ASSIGNS, INDEPENDENT CONTRACTORS, AND RELATED PARTIES (COLLECTIVELY, WITH

THE SOCIETY, THE "SOCIETY ENTITIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE SAME, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH OR VIEWED ON THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, REGULATION, COMMON LAW PRECEDENT OR OTHERWISE, EVEN IF THE SOCIETY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM THE SOCIETY'S NEGLIGENCE OR GROSS NEGLIGENCE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY OF THE SOCIETY ENTITIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS APPEAR WITHIN THE BODY OF THE WEBSITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE WEBSITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. THIS INDEMNIFICATION SHALL APPLY TO THIRD PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES.

- 8. INDEMNIFICATION.** You will indemnify, defend (or settle) and hold harmless the Society Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys fees and all other costs, fees, and expenses (collectively, "Claims") against any of the Society Entities to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of content or use of the Website, or such actions by any third party through you, (2) your violation of the rights of another person or party, (3) any Materials provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms of Use, including without limitation any breach of your representations and warranties herein. You will not settle any indemnified claim without the prior written consent of the Society, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, the Society Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the Society Entities pursuant to this Section.

## **9. YOUR ACCOUNT**

**9.1 Security of Account and Password.** In the event you establish an account and receive or establish a password for such account, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer or mobile device. You accept full responsibility and liability for all activities that occur under your account or password. The Society reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. You represent and warrant that the information you supply during any registration or update process will be accurate and complete and that you will not (1) impersonate or misrepresent your association with any person or entity, including without limitation registering under the name of another person, or seek to conceal or misrepresent the origin of any content or information provided by you, (2) choose a user name that the Society in its sole discretion deems inappropriate, or (3) choose a user name for the purposes of deceiving or misleading the Society as to your true identity. You agree not to impersonate any other person.

**9.2 Notification of Unauthorized Use/Ceasing Access.** You shall notify the Society immediately of any unauthorized use or threat of unauthorized use of your account or the Website or of any other breach or potential breach of security known to you with respect to your account or the Website, including without limitation any loss or compromise of any password, and will cooperate with the Society in every reasonable way to help the Society prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the Website, your account and/or your password. You agree that immediately upon termination of your right to use the Website or any password-protected portion of the Website, or upon any earlier demand by the Society at any time, you will cease all access and/or use of the Website or such password protected portion of the Website, and will not attempt to access and/or use same.

**10. CONFIDENTIALITY.** You acknowledge that by use of portions of the Website, you may use and you may acquire the Confidential Information. As used herein, "Confidential Information" means all confidential and/or proprietary information and trade secrets of the Society, whether or not memorialized, and in any form or media, regarding the Society or the Society's business, including without limitation Feedback and Materials you submit to us relating to the Society's intellectual property, technology, research and development, systems, software, business plans, business operations, strategies, financial information, technical information, members, member lists, suppliers, operating policies and procedures, and any third-party information that the Society is required to keep confidential where such information is not generally accessible without a password. "Confidential Information" includes any account passwords. You shall not at any time, directly or indirectly, for any purpose, use, copy or disclose to any other person or entity any Confidential Information, or permit others to do so, other than for the purposes expressly allowed hereunder. The Society may seek and obtain injunctive relief against the release or threatened release of Confidential Information, in addition to any other available legal remedies. You shall notify the Society immediately if you learn of any unauthorized possession or use of the Confidential Information and will promptly furnish all details of such possession or use to the Society.

## **11. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

**11.1 Site Ownership.** The Website and all content, organization, graphics, design, compilation, translation, and other matters related to the Website (collectively, “Content”) are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international conventions and U.S. and other laws. The Website and all Content is the property of the Society and/or third party licensors, and all right, title and interest in and to the Website and Content will remain with the Society or such third party licensors. Other product and Society names mentioned herein may be the trademarks of their respective owners. You do not acquire ownership rights to the Website or any Content other than any rights in the Materials that you may have. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content. You will not modify, adapt, translate, reverse engineer, decompile, or disassemble the Website or any Website content. You may only use the Website and the Content as expressly permitted herein, and any other use is prohibited. Any copying, republication, or redistribution of the Website or Website content, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of the Society and/or the respective intellectual property rights holder identified in the subject content, which consent to be granted or withheld at the sole discretion of the rights holder.

**11.2 Copyright Infringement Claims.** The Society respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Society’s Designated Copyright Agent, identified below, with all information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, summarized as follows: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online Website are covered by a single notification, a representative list of such works at that Website; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party; (5) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (7) any other materials or information as may be required under the DMCA as amended from time to time or by the U.S. Copyright Office.

**11.3 Designated Copyright Agent.** Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the Society Designated Copyright Agent using the following contact information:

Agent Name: SOPHE Copyright Agent

Tel: (202) 408-9804

Fax: (202) 408-9815

Email: info@SOPHE.org

Postal Address:

SOPHE Copyright Agent  
Society for Public Health Education, Inc.  
10 G Street, NE  
Suite 605  
Washington, DC 20002

ALL INQUIRIES TO THE COPYRIGHT AGENT NOT RELATED TO A COPYRIGHT INFRINGEMENT CLAIM WILL RECEIVE NO RESPONSE.

## **12. DISPUTE RESOLUTION (ARBITRATION CLAUSE)**

**12.1 Binding Arbitration.** You and the Society each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a “Dispute”) arising out of or in connection with these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof (including the determination of the scope or applicability of these Terms of Use to arbitrate), your or the Society’s rights and obligations under these Terms of Use, the Website, the use of the Website, and/or the information, services and/or products that may be provided by or through or in connection with the Website. The arbitration will be held in Washington, DC before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. The arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). You may obtain a copy of the rules of JAMS by contacting the organization. You and the Society shall agree on one arbitrator to conduct the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator will be selected in accordance with the JAMS rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate the Society’s intellectual property rights, the Society may seek (and you will not contest) injunctive or other appropriate relief in any local or federal court in Washington, DC, and you consent to exclusive jurisdiction and venue in such courts.

**12.2 Arbitration Final.** The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall

remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

**12.3 Giving Up Right of Class Action.** These Terms of Use provides that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE SOCIETY ENTITIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

**12.4 California Residents.** If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

### **13. CHOICE OF LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL**

To the maximum extent permitted by law, these Terms of Use are governed by the laws of the United States of America and the District of Columbia, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in Washington, DC in all disputes arising out of or relating to the use of the Website or under these Terms of Use; provided, however, that in the event the Society is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by the Society hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by the Society therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, the Society and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with these Terms of Use, your or the Society's rights and obligations

under these Terms of Use, the Website, use of the Website, and/or the services and/or products that may be provided by or through or in connection with the Website.

#### **14. MISCELLANEOUS**

**14.1 Viewing, Accessing and Use Outside the United States.** If and when any products or services referenced on the Website become available, they will become available in the United States and may not become available elsewhere. The Society makes no claims that the Website or any products or services referenced therein may be lawfully viewed, accessed or used outside the United States. Access or use of the Website or any products or services referenced therein may not be legal by certain persons or in certain countries. If you access or use the Website from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

**14.2 No Joint Venture.** You agree that no joint venture, partnership, employment or agency relationship exists between you and the Society as a result of these Terms of Use or your use of the Website.

**14.3 Headings.** Section headings and other captions in these Terms of Use are used solely for the convenience of the parties, have no legal or contractual significance, and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms of Use.

**14.4 Survival.** The provisions of the following sections shall survive any termination or expiration of these Terms of Use: Disclosure Under Law, Materials, User Representations and Warranties, Disclaimers, Indemnification, Confidentiality, Copyright and Other Intellectual Property, Dispute Resolution (Arbitration Clause), Choice of Law; Jurisdiction and Venue; Waiver of Jury Trial, and Miscellaneous.

**14.5 No Waiver.** The failure of the Society to enforce any provision of these Terms of Use will not be construed as a waiver or limitation of the Society's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms of Use.

**14.6 Assignment.** No assignment, delegation or other conveyance of these Terms of Use may be made by you (by operation of law or otherwise) without the prior written consent of the Society, to be given in its sole discretion. The Society may assign its rights and obligations hereunder to any other party.

**14.7 Statute of Limitations.** Any cause of action you may have with respect to your use of the Website must be commenced within one year after the claim or cause of action arises; thereafter, any such claim will be forever barred, without regard to any contrary legislation.

**14.8 Agreement Binding.** In the event that any provision of these Terms of Use is deemed to be unenforceable, said provision will be interpreted to reflect the original intent of the parties in accordance with applicable law, and the remainder of these Terms of Use will continue in full force and effect.

**14.9 Notices.** Notices to the Society under these Terms of Use shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to the Society, with such notices being effective as of the date of actual, confirmed receipt by the Society. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

**14.10 Entire Agreement; Language of Agreement.** These Terms of Use, including the Website's Privacy Policy, contain the entire agreement between you and the Society with respect to the Website. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Society with respect to the Website. Any rights not expressly granted herein are reserved. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents are drawn up in English.

**Inquiries regarding these Terms of Use should be directed to  
[info@sophe.org](mailto:info@sophe.org)**