

# Survivor Moms' Companion TERMS OF USE

Last Modified: May 17, 2021

## 1. ACCEPTANCE OF THE TERMS OF USE

**Agreement.** These Terms of Use are an agreement between you (either, an individual, or a single entity), and Growing Forward Together, ("GFT"), its licensors, and affiliates doing business as Survivor Moms' Companion (collectively, "SMC", "Organization", "we", or "us"). The following terms and conditions, together with any document they expressly incorporate, including but not limited to the linked End User License Agreement ("EULA") (collectively, the "Terms of Use"), govern your access to and use of the Website (as defined below). Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not agree with these Terms of Use or the Privacy Policy, you must not access or use the Website.

**Purpose.** The Survivor Moms' Companion program and the Website provide information and training materials for a psycho-education program designed to help pregnant women with a history of childhood maltreatment ("clients") break the cycles of abuse and psychiatric vulnerability in their lives and the lives of the newly born.

**Eligibility.** This Website, including any content, functionality, and services offered on or through <http://www.survivormoms.org> (collectively the "Website") is offered and available to users who are 18 years of age or older who reside in the United States or any of its territories or possessions. Portions of the Website are restricted to professionals, including nurses, social workers, other maternity care providers, or other mental health service providers who must meet and maintain certain standards and enter into a EULA from to access training materials. By using the Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not agree with these requirements, you must not access or use the Website.

## 2. CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you will be aware of any changes, as they are binding on you.

## 3. ACCESSING THE WEBSITE AND ACCOUNT SECURITY.

**Modification of the Website.** We reserve the right to withdraw or amend the Website or any service or any material we provide on the Website, in our sole discretion without notice. We will not be liable to you if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website, to users, including users who register on the site.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

**Accuracy of Your Information.** To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

**Confidentiality of Login Information.** If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security, as required in Section 25 "Notices". You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

The Website and its entire contents, features, and functionality (including but not limited to the information, software, text, displays, images, video, and audio, and the design, selection and arrangement of the Website features), are owned by the Organization, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for legitimate business purposes, namely enrolling as Tutors or Supervisors, applying for a license to become an Agency, accessing and using the Training Materials, submitting information to the Online Documentation System, and, its affiliates and partners performing research and overseeing the program, and vendors providing services to support the Website (the "limited business purpose"). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Organization. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **5. TRADEMARKS**

The Organization name, the terms SURVIVOR MOMS' COMPANION™, GROWING FORWARD TOGETHER, Organization logos, and all related trademarks, service marks, trade names, logos, designs, and slogans are trademarks of the Organization or its affiliates or licensors. You must not use such marks without the prior written permission of the Organization. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **6. PROHIBITED USE.**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To impersonate or attempt to impersonate the Organization, an Organization employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- 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 the Website materials or accessed through the Website.

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- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Organization or users of the Website or expose them to liability.

Transmit to the Website any content, or conduct yourself in any manner, that could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harassing, inflammatory, pornographic, violent, profane, threatening, unfair, inaccurate, deceptive or unlawful.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## 7. USER CONTRIBUTIONS AND FEEDBACK

**User Contributions.** The Website features an Online Documentation System that allows: (i) Tutor users to contribute information regarding their use of the SMC Training Materials and tutoring clients, and (ii) Supervisor and Agency users and researchers to access and respond to information submitted by Tutor users for training, quality control, and research purposes (collectively, " User Contributions ") on or through the Online Documentation System.

All User Contributions submitted by users must comply with the provisions of these Terms of Use, the Privacy Policy, Training Materials, and the applicable [Tutor](#), [Supervisor](#), or [Agency](#) attestations. You agree that User Contributions you submit to the Online Documentation System shall not disclose personally identifiable information or protected health information regarding the clients.

Any User Contributions you submit to the site will be considered confidential and proprietary to. By providing any User Contribution on the Website, you grant us and our licensors, program partners, and service providers, and each of their and our respective licensees, successors, and assigns an irrevocable right and non-exclusive, royalty-free, perpetual, worldwide and fully

sublicenseable license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties in and to any such material for any purpose/according to your account settings. You agree that we may condense, summarize, rearrange, or extract User Contributions in our sole discretion.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our corporate partners and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Organization, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

**Feedback.** If you provide us with Materials such as comments, bug reports, feedback or modifications proposed by you to us, about the Website, or the services provided through the Website (collectively, "Feedback"), then in addition to the rights granted in your User Contributions, Organization will have the right to use such Feedback at our discretion, including but not limited to incorporating such Feedback into our Website and the right to assign, license or otherwise use such Feedback. You hereby grant Organization a perpetual, irrevocable, nonexclusive license with 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 Feedback.

## **8. MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Remove or refuse to upload any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of this Website or the public, or could create liability for the Organization.
- Disclose your identity or other information about you to any third party who claims that material submitted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

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- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE ORGANIZATION AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ORGANIZATION/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE ORGANIZATION/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot and do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **9. COPYRIGHT INFRINGEMENT**

If you believe that any User Contributions violate your copyright, please see Section 20, Copyright Policy, for instructions on sending us a notice of copyright infringement. It is the policy of the Organization to terminate the user accounts of repeat infringers.

## **10. RELIANCE ON INFORMATION POSTED**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, vendors, corporate partners, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Organization, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Organization. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **11. CHANGES TO THE WEBSITE**

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **12. 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.

Organization assumes no obligation, and does not intend to update these forward-looking statements.

### **13. DISCLOSURE UNDER LAW**

Organization 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 our sole discretion.

### **14. OTHER TERMS AND CONDITIONS**

Additional terms and conditions may also apply to specific portions, services or features of the SMC Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **15. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the provisions of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

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## **16. LINKS FROM THE SMC WEBSITE**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **17. GEOGRAPHIC RESTRICTIONS**

The owner of the Website is based in the state of Michigan in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the

Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **18. DISCLAIMER OF WARRANTIES**

You acknowledge and agree that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. IN NO EVENT SHALL WE WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE ORGANIZATION NOR ANY PERSON ASSOCIATED WITH THE ORGANIZATION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE ORGANIZATION NOR ANYONE ASSOCIATED WITH THE ORGANIZATION REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ORGANIZATION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **19. LIMITATION ON LIABILITY**

IN NO EVENT WILL THE ORGANIZATION, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **20. COPYRIGHT POLICY**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## **21. DESIGNATED DMCA COPYRIGHT AGENT**

Our designated copyright agent to receive DMCA Notices is:

Agent Name: SMC Copyright Agent

Tel: (734)773-1480 Email:

[info@survivormoms.org](mailto:info@survivormoms.org)

Postal Address:

SMC Copyright Agent  
Survivor Moms' Companion  
2075 W Stadium Blvd #1974,  
Ann Arbor, MI 48103

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

## **22. INDEMNIFICATION**

You will indemnify, defend (or settle) and hold harmless Organization, its affiliates, board members, officers, employees, and agents ("Organization 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 attorney's fees and all other costs, fees, and expenses (collectively, "Claims") against any of Organization Entities arising out of or in connection with (i) your conduct, provision of content or use of the Website, or such actions by any third party through you, (ii) your violation of the rights of another person or party, (iii) any Materials provided or made available by you, and (iv) 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 Organization, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, Organization 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 Organization Entities pursuant to this section.

## **23. ARBITRATION**

At Organization's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or this Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association applying Michigan law.

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

These Terms of Use are governed by the laws of the United States of America and the State of Michigan, 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 Ann Arbor, MI in all disputes arising out of or relating to the use of Website or under these Terms of Use; provided, however, that in the event Organization 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 Organization hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by Organization 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, Organization 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 Organization'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.

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## 25. MISCELLANEOUS

**Entire Agreement.** The Terms of Use and Privacy Policy constitute the sole and entire agreement between you and SMC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

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

**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.

**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, Arbitration, Choice of Law, Jurisdiction and Venue, Waiver of Jury Trial, and Miscellaneous.

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

**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 Organization, to be given in its sole discretion. Organization may assign its rights and obligations hereunder to any other party.

**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, rule, or other authority.

**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.

**Notices.** Notices to Organization 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 Organization, with such notices being effective as of the date of actual, confirmed receipt by Organization. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you during the registration process, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

## 26. YOUR COMMENTS AND CONCERNS

This Website is operated by Survivor Moms' Companion, c/o Growing Forward Together, 2075 W Stadium Blvd #1974, Ann Arbor, MI 48103

All other feedback, comments, requests for technical support, and other communications relating to the SMC Website should be directed to: [info@survivormoms.org](mailto:info@survivormoms.org) .