

Deaf Health Initiative's Terms of Service

This Terms of Service was last modified on 05/06/2017.

1. General

- 1.1. Please read the following Terms and Conditions carefully. These General Terms and Conditions of Service constitute the entire "Agreement" between Deaf Health Initiative, Inc. ("Deaf Health Initiative," sometimes referred as "We," "Our," or "Us") and its website visitors ("Visitors," "You" and "Your" refers to you, the person accessing the Site and accepting the Terms and Conditions) on <http://www.deafhealthinitiative.org> (the "Site"). This Agreement governs visitors' access to and use of the Site and the associated services (the "Services"). Unless otherwise specified herein, this Agreement constitutes the entire agreement between You and Deaf Health Initiative with respect to Deaf Health Initiative's Site and Services. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Deaf Health Initiative with respect to the Site including without limitation to Deaf Health Initiative's Services.
- 1.2. In order to use the Site and its Services, Visitors must first agree to Deaf Health Initiative's Terms of Service. Visitors accept the Terms of Service by actually using the Site and its Services. In this case, Visitors understand and agree that Deaf Health Initiative will treat Visitors' use of the Services and Site as acceptance of the Agreement. If You do not agree with the Terms of Service, You should not use this Site.
- 1.3. In the event of any change to the Deaf Health Initiative's Terms of Service, Deaf Health Initiative will notify You of any changes by posting the updated Terms of Service here on the Site. You are advised to review this Terms of Service periodically for any changes. Deaf Health Initiative reserves the right to make changes to its policies and the Site at any time.
- 1.4. We are committed to protecting Your privacy and comply with principles established in Deaf Health Initiative's Privacy Policy. You also agree to comply with all the terms and conditions of Deaf Health Initiative's Privacy Policy.

2. Contact Information

- 2.1. Please direct all inquiries, questions, or comments with respect to Deaf Health Initiative's Terms of Service to Deaf Health Initiative at the email address set forth below. Deaf Health Initiative will make reasonable efforts to respond as soon as possible.

E-mail address: allysa@deafhealthinitiative.org

3. Intellectual Property, Copyright Ownership, and Trademarks

- 3.1. Deaf Health Initiative's Site, Services, and the content displayed on the Site are owned and are proprietary to Deaf Health Initiative and are protected by the copyright and intellectual property laws of the United States and other countries. Visitors acknowledge and agree that Deaf Health Initiative (or Deaf Health Initiative's licensors) own all legal rights, titles, and interests in and to the Site and its Services. Texts, images, programs, and other materials (referred collectively to the "Material") from the Site may not be reproduced, modified, duplicated, copied, sold, resold, or otherwise exploited without the prior written consent of Deaf Health Initiative.
- 3.2. Deaf Health Initiative grants You the limited and nonexclusive right and license to access or download content from the Site solely for Your personal and non-commercial use. If You download Material from the Site, neither title or intellectual property rights are transferred to You but remain with Deaf Health Initiative, who owns full and complete title. By accessing or downloading copyrighted Material from the Site, You acknowledge that You do not acquire any ownership rights. You may not modify, distribute, reproduce, display or use the Site or any elements thereof.
- 3.3. Both Deaf Health Initiative and its visitors grant each other the right to use their respective trademarks or logos for marketing purposes only, and not in any way that is likely or intended to cause confusion about the owner or authorized user of such trademarks or logos.
- 3.4. You agree not to use the Site and its Services for commercial purposes, including but not limited to, advertisements, promotions, offers to buy or sell goods or services, surveys, contests, or sponsorship banners.
- 3.5. Nothing in this Agreement or its performances shall grant You any right, title, interest, or license in or to Deaf Health Initiative's trademarks.

4. Submissions

- 4.1. You acknowledge that You are responsible for whatever material You submit to the Site. Material You submit to the Site include without limitation feedback, suggestions, posts, ideas, graphics, uploads, inputs, or submissions (collectively, referred as the “Submission”). You, not Deaf Health Initiative, have full responsibility for the Submission, including its legality, reliability, appropriateness, originality, and copyright.
- 4.2. Deaf Health Initiative does not claim ownership of the Submission that You may provide through the Site. However, if You provide the Submission to Deaf Health Initiative, You are granting Deaf Health Initiative permission to use Your materials or information including without limitation the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, make derivative or collective works, translate and reformat the materials or information, and to publish Your name in connection with Your materials or information. Except as noted below in section 4.3, Deaf Health Initiative is entitled to use the Submission for any commercial or other purpose whatsoever without compensation to You or any other person sending the Submission.
- 4.3. Personally identifiable information that is received on the Site is provided voluntarily by Visitors to the Site. This information is for internal purposes only and is not sold or otherwise transferred to third parties or other entities that are not involved in the operation of the site. For more information regarding privacy, please see the Deaf Health Initiative’s Privacy Policy.

5. Your Obligations

- 5.1. Visitors must, at all times, respect the terms and conditions of this Deaf Health Initiative’s Terms of Service policy, including but not limited to any intellectual property rights. Visitors also have certain obligations imposed by applicable law or regulations and by Deaf Health Initiative’s Privacy Policy. The terms are specified in Deaf Health Initiative’s Privacy Policy.
- 5.2. Visitors also agree not to access (or attempt to access) the Site by any means other than through the Site. You agree not to access (or attempt to access) any of the Services and the Site through any automated means (including use of scripts or web crawlers). You agree that you will not engage in any activity that interferes with or disrupts the Site.

- 5.3. When using the Site and its Services, Visitors agree not to send, publish, post, upload, distribute, or disseminate any inappropriate threatening, abusive, profane, defamatory, infringing, obscene, indecent, or otherwise objectionable materials or any materials which encourage conduct that would constitute a criminal offense, give rise to civil liability or violate any law or contain any advertising or any solicitation with respect to products and services.
- 5.4. Visitors also agree not to harass, abuse, threaten, or otherwise violate any legal rights of others. You agree not to attack, ridicule, denounce, impugn a person's character or impute immoral or dishonorable attributes to members on the basis of race or ethnicity, gender, age, religion, national origin, disability, or sexual orientation.

6. No Professional Advice

- 6.1. The information and materials available through Deaf Health Initiative's Site and its Services is for informational and educational purposes only and is not a substitute for the professional judgment of healthcare professionals in diagnosing and treating patients. The medical, scientific, and general information included on the Site may reflect innovations and opinions and does not necessarily always reflect the view of Deaf Health Initiative. Your reliance upon information and materials obtained by You through the Site and its Services is solely at Your own risk.

7. Restriction of Liability

- 7.1. The information on this Site is provided on an "as is" basis. To the fullest extent permitted by law, Deaf Health Initiative will not be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. Deaf Health Initiative will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if there is negligence (this includes, without limitation, direct loss, loss of business or profits, and damage caused to Your computer). The above limitation or exclusion may not apply to You to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. Deaf Health Initiative's total liability to You for all losses, damages, and causes of action (in contract, tort, or otherwise) will not be greater than the amount You paid to access this Site. The above

exclusions and limitations apply only to the extent permitted by law. None of Your statutory rights as a consumer are affected.

8. Termination of Agreement

- 8.1. Deaf Health Initiative or You may terminate this Agreement at any time. You may terminate this Agreement by destroying: a.) all materials obtained from Deaf Health Initiative and the Site, and b.) all related documentation and all copies and installations. Deaf Health Initiative may terminate this agreement immediately without notice if, in its sole judgment, You breach any term or condition of this Agreement. Upon termination, You must destroy all materials.

9. Governing Law

- 9.1. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland of the United States, without regard to its conflict of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in Baltimore City, Maryland in all disputes arising out of or relating to the use of Deaf Health Initiative's Site and its Services. Use of the Site and Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.
- 9.2. If any provision of the Agreement is held to be invalid or unenforceable by a court, the remaining provisions of the Agreement will remain in effect, which will supersede and replace any prior agreements We might have regarding the Site and its Services.
- 9.3. YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH ANY PORTION OF DEAF HEALTH INITIATIVE'S SITE AND SERVICES IS TO DISCONTINUE USING THE SITE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES WHATSOEVER SHALL DEAF HEALTH INITIATIVE BE LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF DEAF HEALTH INITIATIVE'S SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, MATERIALS, SOFTWARE, PRODUCTS, SERVICES OR GRAPHICS OBTAINED ON OR THROUGH DEAF HEALTH INITIATIVE'S SITE, SECURITY BREACHES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER

BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DEAF HEALTH INITIATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ALSO, AND IN PARTICULAR, IN NO EVENT SHALL DEAF HEALTH INITIATIVE BE HELD LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE INFORMATION PROVIDED ON OR THROUGH DEAF HEALTH INITIATIVE'S SITE.

- 9.4. IT IS POSSIBLE THAT WE MAY NEED TO DISCLOSE PERSONAL INFORMATION WHEN REQUIRED BY LAW, SUCH AS RESPONSES TO CIVIL OR CRIMINAL SUBPOENAS, OR OTHER REQUESTS BY LAW ENFORCEMENT PERSONNEL. WE WILL DISCLOSE SUCH INFORMATION IN THE EVENT THAT WE HAVE A GOOD-FAITH AND REASONABLE BELIEF THAT IT IS NECESSARY TO COMPLY WITH A COURT ORDER, JUDICIAL PROCEEDING, SUBPOENA, OR OTHER LEGAL PROCESS OR REQUEST TO DEAF HEALTH INITIATIVE BROUGHT IN ANY COUNTRY THROUGHOUT THE WORLD, OR TO EXERCISE OUR LEGAL RIGHTS OR DEFEND AGAINST LEGAL CLAIMS.