

## American Art Therapy Association - Agreement to the Terms of Use

**By reviewing and using the site of the American Art Therapy Association you agree to the following:**

**Responsibility of Website Visitors.** The American Art Therapy Association (the Association) has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, THE ASSOCIATION does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Despite THE ASSOCIATION's precautions, the Website may contain content posted by others that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Despite THE ASSOCIATION's policy of participation, the Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. THE ASSOCIATION disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

- 1. Content Posted on Other Websites.** THE ASSOCIATION has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages. THE ASSOCIATION does not have any control over those non-THE ASSOCIATION websites and webpages, and is not responsible for their contents or their use. By linking to a non-THE ASSOCIATION website or webpage, THE ASSOCIATION does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. THE ASSOCIATION disclaims any responsibility for any harm resulting from your use of non-THE ASSOCIATION websites and webpages.
- 2. Copyright Infringement and DMCA Policy.** As THE ASSOCIATION asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to Art Therapy-Net violates your copyright, you are encouraged to notify THE ASSOCIATION in accordance with [Automatic's Digital Millennium Copyright Act \("DMCA"\) Policy](#). THE ASSOCIATION will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of THE ASSOCIATION or others, THE ASSOCIATION may, in its discretion, terminate or deny access to and use of the Website.
- 3. Intellectual Property.** This Agreement does not transfer from THE ASSOCIATION to you any third party intellectual property, and all right, title and interest in and to

such property will remain (as between the parties) solely with THE ASSOCIATION, the Art Therapy Net, and American Art Therapy Association logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of the American Art Therapy Association.

Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any THE ASSOCIATION or third-party trademarks.

4. **Changes.** THE ASSOCIATION reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. THE ASSOCIATION may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
5. **Termination.** THE ASSOCIATION may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
6. **Disclaimer of Warranties.** The Website is provided “as is”. THE ASSOCIATION and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither THE ASSOCIATION nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Website at your own discretion and risk.
7. **Limitation of Liability.** In no event will THE ASSOCIATION, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
8. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the THE ASSOCIATION Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

9. **Indemnification.** You agree to indemnify and hold harmless THE ASSOCIATION, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
10. **Miscellaneous.** This Agreement constitutes the entire agreement between THE ASSOCIATION and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of THE ASSOCIATION, or by the posting by THE ASSOCIATION of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Virginia, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Alexandria, Virginia. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Alexandria, Virginia in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; THE ASSOCIATION may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.