

Terms of Use

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In some instances, both these Terms and separate terms of service or guidelines document setting forth additional conditions may apply to a service or product offered via this Property (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

Company has developed a Privacy Policy in order to inform you of its practices with respect to the collection, use, and disclosure of personal information. You can find this Privacy Policy by visiting the page on this website entitled, ‘Privacy Policy’.

Term of Use

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Content You Submit to the Property

The Property may provide you and other users with the opportunity to comment and participate in forums, blogs, message boards, social networking, social communities and other communication functionality and may provide you with the opportunity, through such features or otherwise, to submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to Company or the Property, including,

without limitation, photographs, writings, music, video, audio recordings and/or computer graphics (collectively, "User Content").

You agree that:

Your User Content is written, designed, captured or otherwise created exclusively by you and was not copied from another source; OR, all individuals that created or contributed in any way to your User Content have granted you permission to submit your User Content, with full knowledge that Company may exploit it in any manner whatsoever; AND you have obtained all necessary consents and releases from individuals (or the legal guardians of such individuals) depicted in your User Content for you to submit your User Content, with full knowledge that Company may exploit it in any manner whatsoever.

Your User Content does not threaten, harass, intimidate, abuse others or use language that is intended to insult others. You may not make any negative comments that are connected to race or national origin, gender, sexual preference, religion or physical handicap.

Your User Content does not contain any false statements, defame, libel or disparage anyone. You do not and will not disclose personal information about other people in your User Content without their consent. Your User Content does not and will not promote illegal activity. Your User Content does not and will not advertise, promote or offer to trade any products, goods or services. Your User Content does not and will not contain viruses, Trojan horses or other materials that modify, impair, disrupt, alter or interfere with the operation or maintenance of a Company web site. Do not upload materials that collect or transmit information, including spyware, passive collection mechanisms, cookies or other similar devices. Do not launch any automated system, including any spider, robot, scraper or offline reader. Do not ruin a Company web site for others.

You will not circumvent, disable, violate or otherwise interfere with web site security, the procedures for sending User Content, or other limitations on access to or use of Company web site.

Your User Content does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

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As a user of the Property, you agree that you will not:

use the Property, the Synthium Content or the User Content for any unlawful purposes; violate these Terms; any Additional Terms; or any local, state, federal or international law, rule or regulation;

violate, misappropriate or infringe upon Company's rights or the rights of others, including, without limitation, by creating any derivative works based on the Synthium Content;

upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats, 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");

use or launch any automated system, including without limitation, any spider, robot (or "bot"), scraper or offline reader that accesses the Property or use or launch any unauthorized script;

cover or obscure any banner or other advertisement on the Property; interfere with or circumvent any security feature of the Property or any feature that restricts or enforces limitations on use of or access to the Property, the Synthium Content or the User Content.

Your Warranties

You represent and warrant that: (i) you are not a minor and you have the legal right and capacity to enter into these Terms in your jurisdiction and to comply with these Terms and any Additional Terms or, if you are a minor, your parent or legal guardian has read and agreed to these Terms on your behalf; (ii) all information you provide to Company is accurate and complete; and (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms and any Additional Terms.

User Interactions and Disputes

You are solely responsible for your interaction with other users of the Property, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information

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If you register with the Property, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Property using your name in whole or in part. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Company reserves the right to terminate your account at this Property or otherwise deny access to this Property (or any portion thereof) in its sole discretion without notice and without liability.

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Violations of These Terms

Company will determine your compliance with these Terms and any Additional Terms in its sole discretion. Any violation of these Terms or any Additional Terms may result in restrictions on your access to all or part of the Property and may be referred to law enforcement authorities. No waiver of any of these Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of Company. Company reserves the right to modify or discontinue this Property, or any portion thereof, without notice to you or any third party. Upon termination of your membership or access to the Property, or upon demand by Company, you must destroy all materials obtained from this Property and all related documentation and all copies and installations thereof. You are advised that Company will aggressively enforce its rights to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution against you.

Termination

Notwithstanding any term of these Terms, Company reserves the right, without notice and in its sole discretion, to discontinue or terminate any of the Property, to terminate your license to use the Property, and to restrict, block, limit, and prevent your access to and use of the Property. Any downloads received by you via the Property, from a representative or employee of the company shall be immediately returned to the Company with no further use allowed. Any termination or other action by Company described in this paragraph will not limit any other remedies Company may have against you at law or equity.

Miscellaneous

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The failure of Company to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms.

This agreement is governed by the laws of the State of Georgia, USA, excluding conflicts of law principles.

These Terms, including all terms, policies, and guidelines referenced in these Terms, is the entire agreement between you and Company concerning the Property. These Terms supersede all prior agreements or communications between you and Company regarding the subject matter of these Terms.

Contact Us

For questions or comments regarding these Terms and/or the Property, please contact customers@synthiumhealth.com.

These Terms were last updated on April 15, 2020.