

# **The Association For Comprehensive Energy Psychology ([www.energypsych.org](http://www.energypsych.org))**

## **Terms and Conditions of Use**

### **1. ACCEPTANCE OF TERMS**

Welcome to Energypsych.org. This agreement ("Agreement") is between the Association for Comprehensive Energy Psychology and its subsidiaries and affiliated entities (collectively, "ACEP", "we", "ours", or "us") and you ("you" or "yours") for the use of this Website (the "Website"). This Website is a complimentary information service provided by ACEP as a convenience to users, with the express condition that users agree to be bound by the terms and conditions of this Agreement. ACEP reserves the right to change the terms and conditions of use of this Agreement at any time. This Agreement includes any guidelines or rules posted and updated from time to time on the Website by ACEP. Use of the ACEP Website constitutes your acceptance and agreement to the Agreement.

### **2. DISCLAIMER ON PROFESSIONAL ADVICE**

The information available on and through the Website is informational only and is presented as a supplement to, and NOT a substitute for, the knowledge, skill, and judgment of qualified psychiatrists, psychologists, physicians or other appropriate health care professionals. The information on the Website has been obtained from sources believed to be accurate and reliable. However, ACEP makes no representation and/or warranty as to the accuracy, reliability, or completeness of this information. Should you have any health, medical, or psychological questions or concerns, please consult a physician, mental health professional or

other appropriate health care professional.

### **3. LIMITATION OF LIABILITY**

You agree to release and hold ACEP, its officers, directors, employees, consultants, representatives, and volunteers harmless from and against all claims arising out of or related to your access or use of, or your inability to access or use, the Website or the information contained in this Website or any other websites to which the Website is linked. You also agree that ACEP and the contributors of information to the Website shall NOT be liable to you or anyone else for any decision made or action taken by you in reliance on information provided on the Website.

FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ACEP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF ACEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE THE WEBSITE, (ii) THE COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCTS AND/OR SERVICES RESULTING FROM ANY

PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR WHICH YOU WERE UNABLE TO OBTAIN OR TRANSACTIONS EFFECTED OR FAILED TO BE EFFECTED, (iii) ANY LINK PROVIDED IN CONNECTION WITH THE WEBSITE, OR (iv) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE WEBSITE.

### **4. DISCLAIMER OF WARRANTIES**

THE USE OF THE SITE IS SOLELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS

AVAILABLE" BASIS. ACEP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ACEP MAKES NO WARRANTY THAT THE WEBSITE AND/OR ANY CONTENT THEREIN WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE WEBSITE AND/OR ANY CONTENT THEREIN WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE WEBSITE IS TO CEASE USING THE WEBSITE.

## **5. OWNERSHIP OF SITE AND RESTRICTIONS ON USE OF CONTENT**

The Website is owned by ACEP. You acknowledge that this Website may contain information, communications, software, photos, text, video, graphics, music, sounds, images and other material and services (collectively "Content"), which is generally provided by ACEP or by licensors of ACEP. You agree and acknowledge that, notwithstanding that ACEP permits access to the Content, the Content or its use or the use of this Website is protected by copyrights, trademarks, and other proprietary rights (including intellectual property rights), that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, your use of the Content shall be governed and constrained by applicable copyright, trademark and other intellectual property laws. Modification or use of the Website and/or the Content for any commercial purpose is a

violation of copyright and other proprietary rights owned by ACEP. In addition to ACEP's and its licensors' rights in individual elements of the Contents, ACEP owns a copyright in the selection, coordination, arrangement and enhancement of the Content. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another website, or in any other way exploit the Website and/or any of the Content, in whole or in part without the express written permission of ACEP.

## **6. ENDORESEMENTS - LINKS**

You understand that the opinions and recommendations included in the Website are not necessarily those of ACEP or endorsed by ACEP. ACEP may provide links to other

websites, which are not under the control of ACEP. These links are included as a convenience to you and are not intended as an endorsement by ACEP of the organization or individual operating such other websites. ACEP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED WEBSITE. YOUR USE OF ANY LINKED WEBSITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any linked website is subject to the terms and conditions applicable to that website, including the privacy policies (or lack thereof) of such website.

## **7. ACCESS TO MEMBER SERVICES AND TERMINATION OF ACCESS**

In order to obtain access to the Member Service portions of the Website, you must be a current member of ACEP and insert your user name and password. You agree that you will be responsible for maintaining your user account as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your account. You agree to

immediately notify us in the event that (i) your account is lost or stolen, or (ii) you become aware of any unauthorized use of your account or of any other breach of security that might affect the Website. ACEP is not responsible for any loss or damage arising from your failure to comply with the provisions of this Paragraph.

You acknowledge and agree that ACEP may terminate your access privileges and remove and discard any Content without notice to you for any reason, including without limitation, if (i) ACEP believes that you have violated any provision of this Agreement, and/or (ii) you have otherwise acted or failed to act in any manner that ACEP deems objectionable. You agree that any termination of your access to the Website shall not result in any liability or other obligation of ACEP to you or any third party in connection with such termination.

## **8. YOUR CONDUCT ON THE SITE**

In the event that ACEP permits you to upload, post, e-mail or otherwise transmit content, data, information or other materials (collectively, "User Content") for display on the Website, you will be responsible for all such User Content that you upload, post, email or otherwise transmit using the Website. Likewise, you are responsible for complying with all third party rights with respect to all such User Content that appears on the Website and not to download, email, or otherwise transmit such User Content in violation of such third party's rights. By submitting User Content to ACEP, you automatically grant, or warrant that the owner of such Content has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content.

You are expressly prohibited from placing any message in any User Content or any product, good or service or otherwise transmitting through or posting on the Website (including in any e-mail message or any chat or message board posting) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). Prohibited Conduct expressly includes any transmission to people or other entities on mailing lists that you do not have full rights to use. You agree and acknowledge that ACEP is not responsible or liable to you or any other party or user of the Website for any Prohibited Conduct by you or any other party or user of the Website.

You may not collect or store personal data of other users of the Website without the prior, written permission of such user(s).

You may not directly or indirectly, intentionally disrupt or interfere with the Website in any manner that may adversely affect ACEP or any user of the Website.

You may not upload, post, e-mail or otherwise transmit any material that contains software viruses or any other code, files or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.

## **9. YOUR WARRANTIES**

By your use of the Website, you represent and warrant that you have all the rights necessary to receive, use, transmit and disclose all data that you use in any way with respect to the Website. You further represent and warrant that you and your employees and

agents use of the Website and of any data input into or generated by the Website shall comply with all applicable laws, regulations and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.

## **10. INDEMNITY**

You agree to defend, indemnify and hold ACEP, its affiliates, officers, directors, employees, consultants, and agents, harmless from and against any third party claim, action or demand ("Claim") and all liabilities and settlements related thereto, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Website and/or its Content and/or User Content. ACEP shall provide notice to you promptly of such Claim and shall reasonably cooperate with you, at your expense, in your defense of any such Claim.

## **11. TRADEMARK INFORMATION**

ACEP and our logo are trademarks of ACEP. You agree not to use or display trademarks without the prior written consent of ACEP.

## **12. INTELLECTUAL PROPERTY POLICY**

ACEP reserves the right to terminate this Agreement in appropriate circumstances if you infringe upon the intellectual property rights of any third party. Pursuant to the Digital

Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), ACEP's designated agent for notice of alleged copyright infringement in connection with the Website is:

Robert Schwarz, 233 E. Lancaster Avenue, Suite 104, Ardmore, PA, 19003

To file a notice of infringement with ACEP, the requirements specified in Title II of the Digital Millennium Copyright Act of

1998 must be fulfilled. The text of this statute can be found at the [U.S. Copyright Office](#) website.

### **13. MISCELLANEOUS**

You understand and agree that ACEP may from time to time establish and revise practices and limitations concerning the Website and your use of the Website. You agree that ACEP shall have no liability for the deletion or failure to store any messages and other communications or other Content or User Content maintained on the Website or transmitted using the Website. This Agreement constitutes the entire agreement between you and ACEP and governs your use of the Website. You also may be subject to additional terms and conditions that may apply when you use third party content or another website linked through the Website. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You and ACEP and any of its affiliates, employees, contractors, consultants, officers, or directors agree that this Agreement and the relationship between you and ACEP will be governed by the laws of the State of California, without respect to its conflict of laws provisions and that venue with respect to any dispute between you and ACEP will rest exclusively in the state and federal courts located in the State of California. The failure of ACEP to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or condition. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Website or this Agreement must be filed within one year after such claim or cause of action arose. ACEP may provide notice to you by email or regular mail. The Website may also provide notice of changes to this Agreement at any time and from time to time by displaying notices to you on pages of the Website. The paragraph titles of this Agreement are



merely for convenience and will not have any effect on the substantive meaning of this Agreement.