

# TERMS OF USE

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- advertising or performing any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services that compete, directly or indirectly, with the Web site;
  - selling of access to the Web site or its related services on another web site;
  - using the Web site or its related services for the primary purpose of gaining advertising or subscription revenue; and/or
  - any use of the Web site or its related services that HB finds, in its sole discretion, to be a use of HB's resources or User Submissions to compete with or displace the market for HB, HB content, or its User Submissions.
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7. In your use of the Web site, you will otherwise comply with these Terms of Use and all applicable local, national, and international laws and regulations. You agree not to post or transmit through the Web site any material which violates or infringes in any way upon the rights of others, which (in HB's sole discretion) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that

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## **12. User Submissions and Contributions**

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### **13. Privacy Policy**

Your acceptance of these Terms of Use and/or use of the Web site constitutes your acceptance of HB's [Privacy Policy](#).

### **14. Disputes**

You expressly agree that any claim or controversy arising out of or related to these Terms of Use, the Web site, or the services or products provided on or through the Web site shall be settled by binding arbitration to be held in Portland, Maine in accordance with the rules of the American Arbitration Association. Any such claim or controversy shall be arbitrated on an individual basis and shall not be consolidated with a claim of any other party. The foregoing shall not preclude HB from seeking any injunctive relief in any court of competent jurisdiction for protection of HB's intellectual property rights. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Maine for the enforcement of this arbitration agreement and of any arbitration award in connection with any such dispute including any claim involving HB or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

These Terms of Use are governed by the internal substantive laws of the State of Maine, without respect to its conflict of the laws principles. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **15. Revisions to Terms of Use**

These Terms of Use may be revised, modified, altered or updated ("Modified Terms") by HB at any time in its sole discretion. Such Modified Terms shall be effective immediately upon the posting thereof on the Web site. Any access to or use of the Web site by you after such posting shall be deemed to constitute your acceptance of such Modified Terms.

### **16. Entire Agreement**

These Terms of Use, as modified from time to time by HB, and including HB's Privacy Policy incorporated herein by reference, sets forth the entire understanding and agreement of the parties relating to the subject matter hereof, and it supersedes any prior or contemporaneous understandings of any kind or nature. By agreeing to these terms, you represent that you are not relying on any agreement, representation or warranty pertaining to the subject matter hereof that is not expressly set forth herein.

## 17. Severability

If any arbitrator or any court of competent jurisdiction declares any provision of these Terms of Use to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

## 18. Digital Millennium Copyright Act

It is HB's policy to respect the intellectual property rights of others. If you are a copyright owner or an agent thereof and believe that any User Submission or other communication infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Web site are covered by a single notification, a representative list of such works on the Web site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit HB to locate the material;
- Information reasonably sufficient to permit HB to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its/his/her agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Any other feedback, comments, requests for technical support, and other communications should be directed to HB customer service through <http://heatherbartosmd.com/contact>. You acknowledge that if you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid.

If you are the owner or an agent thereof, of material that was removed from the Web site or disabled after HB received a copyright infringement notice, and you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material, you may ask that the material be restored by sending

HB a counter-notification. Section 512(g) of the Copyright Act requires that your counter-notification include all of the following:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Portland, Maine, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, HB may send a copy of the counter-notice to the original complaining party informing that person that HB may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, and provides HB with notice of same, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at HB's sole discretion.

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## **20. Ability to Accept Terms**

You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

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