

MILCC Terms of Use

1. SCOPE OF AGREEMENT

This Terms of Use Agreement (“Agreement”) by and between the Monetary Investment for Lactation Consultant Certification (MILCC) (“we”, “us”, “our”, “MILCC”) and you (“you”, “your” or “User”) governs your use of the www.milcc.org web site and all subdomains (“Sites”) together with all information, content, products, materials and services made available to you through the same by us and/or third parties (which together with the Sites shall be collectively referred to as the “Services”). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Services in any manner.

When we refer to the “use” of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. These terms and conditions, together with the other terms of use applicable to other MILCC-owned or controlled web sites and any other policies, rules and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation our Privacy Notice and Privacy Statement constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Services.

MILCC reserves the right to modify the terms of this Agreement at any time, without prior notice, and will post a notice of such changes. The changes become effective immediately upon posting (the “Effective Date”). If any change to the Agreement is not acceptable to you, you must stop using the Services. Your use of the Services after the Effective Date shall constitute your acceptance of such changes. If we make any new products or services available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You must also comply with any additional terms which apply to third-party content, material, information, software or other services.

2. DEFINITIONS

2.3 The term “MILCC Intellectual Property” refers to, all text, graphics, images, trademarks, logos, button icons, programs, software and other data, content, information and materials, tangible and intangible, and all intellectual property rights in and to the same which are owned by MILCC or licensed to MILCC by third parties. This includes but is not limited to MILCC Content and MILCC Trademarks.

2.4 The term “MILCC Trademark(s)” refers to all trademarks and service marks owned by MILCC, as defined by 15 U.S.C. § 1127.

2.5 The term “MILCC” refers to Monetary Investment for Lactation Consultant Certification (MILCC).

2.6 The term “MILCC Content” refers to copyrighted content owned by MILCC or other copyrighted content owned by third-party partners of MILCC.

2.10 The terms “you”, “your” and/or “user” refer to any individuals and/or entities accessing the Sites for any reason.

3. OWNERSHIP AND USE OF MILCC INTELLECTUAL PROPERTY

3.1 Ownership and Use. MILCC Intellectual Property is owned by MILCC or licensed to us by our third party partners. You have no rights in or to such MILCC Intellectual Property and you agree you will not copy, retransmit, reproduce, publish, create derivative works based upon or otherwise transmit any MILCC Intellectual Property, except as specifically permitted under this Agreement.

3.2 MILCC Content. As a courtesy to our customers and members, we have posted to the Sites certain MILCC Content. Unless otherwise specifically set forth on the Sites or we give you written permission, you may only access and download MILCC Content for your personal use, and you agree you will not alter, erase or otherwise obscure our copyright, proprietary or other notices on MILCC Content. You may not do or allow anyone else to do anything with MILCC Content which is not specifically permitted under this Agreement. You acknowledge and agree that MILCC Content is made available for informational and educational purposes only without representation or warranty of any kind and is not a substitute for legal advice or your professional judgment. Your reliance upon MILCC Content obtained by you on or through the Services is solely at your own risk. All rights not expressly granted in this Agreement are reserved to MILCC.

3.3 Trademarks: MILCC Trademarks appearing on the Sites may not be used in any advertising or publicity, or otherwise to indicate MILCC’s sponsorship of or affiliation with any product or service, without MILCC’s prior express written permission. You are prohibited from using MILCC Trademarks or any names, marks, or other materials in a manner that is likely to cause confusion or dilute or damage the reputation or image of MILCC. You agree you will not alter any MILCC Trademarks in any manner to make it appear that MILCC is endorsing, sponsoring, authorizing or affiliated with you, your company, or any third party, except as expressly permitted in writing by MILCC.

4. LINKS

4.1 Links to Third Party Sites. As a courtesy to Users, we may provide links to other websites or resources owned and operated by third parties. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services made available on or through any such sites or resource.

5. CODE OF CONDUCT

5.1 In connection with your use of the Services, you agree to:

- not post, email, upload, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- not impersonate any person or entity;
- not post, email, upload, transmit or otherwise make available any content that harms minors in any way;
- not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Sites;
- not post, email, upload, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- not post, email, upload, transmit or otherwise make available any content that infringes the intellectual property rights of any party;
- not post, email, upload, transmit or otherwise make available any content comprising any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;
- not post, email, upload, transmit or otherwise make available any content comprising any material that contains software viruses or any other computer code,

files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- not disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Sites are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real-time exchanges;
- not interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites;
- not intentionally or unintentionally violate any applicable local, state, national or international law;
- not provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- not “stalk” or otherwise harass any person;
- not collect or store personal data about other users; or,
- not advertise or solicit anyone to buy or sell products or to make donations of any kind absent prior written approval from MILCC, as set forth in more detail in Section 6 below.
- not to make negative or disparaging references to MILCC, its services or its members or otherwise compare MILCC, its services or its members unfavorably to others

5.2 License to MILCC. You hereby grant to MILCC a non-exclusive, worldwide, royalty-free, irrevocable perpetual license (with right to sublicense) to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any content you submit to us by all means and in any media now known or hereafter developed, solely for the purposes for which such content was submitted. MILCC will not use this User content for any purpose other than the purpose(s) for which it was submitted unless you agree to such use. You retain ownership of User content you submit and MILCC does not obtain ownership in or to such User content (or in the case of third-party owned User content submitted by you with the owner’s permission, the third party retains ownership).

6. REGISTERED USERS ACCOUNT, PASSWORD AND SECURITY

6.1 In consideration of your use of the Sites, you represent and warrant that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant portions of the Sites (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MILCC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MILCC has the right to suspend or terminate your access to the Sites and refuse any and all current or future use of the Sites, or any portion thereof.

6.2 You are solely responsible for maintaining the strict confidentiality of your User IDs and passwords and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your User IDs/passwords, your disclosure of your User IDs/passwords, or your authorization to allow another person to access and use the Services using your User IDs/passwords. You agree to immediately notify us if you become aware of any unauthorized use of your User IDs/passwords or other need to deactivate a User ID/password due to security concerns.

7. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONTENT ON THE SITES (INCLUDING BUT NOT LIMITED TO ALL MILCC INTELLECTUAL PROPERTY, TEXT, MATERIALS, SOFTWARE, FUNCTIONS, SERVICES, AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) IS PROVIDED **AS IS**, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MILCC BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, OR OTHERWISE TRANSMITTED IN CONNECTION WITH THE SERVICES. MILCC DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED ACCESS TO THE SITES, OR ANY SITE LINKED TO THE SITES. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THIS SITE(S) AND ANY INFORMATION ON THIS SITE(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY AND RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MILCC, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SITES AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT MILCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE SITES OR THE SERVICES, OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

12. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

13. RIGHT TO TERMINATE AND/OR TO BLOCK ACCESS

MILCC reserves the right to terminate, block or restrict your access to or use of the Sites for any breach or violation of any term(s) of this Agreement. In such event, we may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

14. GOVERNING LAW/JURISDICTION/DISPUTES

14.1 This Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia.

14.2 All disputes under this Agreement shall be resolved by litigation in the federal or state courts of the Commonwealth of Virginia including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

15. ASSIGNABILITY

This Agreement is personal to you, and you may not assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of MILCC.

16. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. SURVIVAL OF TERMS

Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

19. LIMITATION ON ACTIONS

You agree that regardless of any applicable law providing for a statute of limitations to the contrary, any claim or cause of action arising out of or related to the use of the Sites or Services, or otherwise relating to this Agreement, must be filed within one (1) year after the claim or cause of action arose, or will be forever barred.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement, including any terms/conditions posted by Users via the Interactive Services.