

1. GENERAL RULES AND DEFINITIONS

1.1 If you choose to use drpeggyrothbaum.com (the "Site"), you will be agreeing to abide by all of the terms and conditions of these Terms of Service with Peggy A. Rothbaum, Ph.D. ("us" or "we").

1.2 We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

2. CONTENT ON THE SITE

2.1 The Site is intended for your personal, noncommercial use. All materials published on the Site (including, but not limited to news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and owned or controlled by us or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Site.

2.2 The Site and Content are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of these Terms of Service), create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Site in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on the Services for personal

use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from us.

3. USER GENERATED CONTENT: SUBMISSIONS INCLUDING COMMENTS

3.1 You shall not upload to, or distribute or otherwise publish on to the Site any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material.

3.2 You acknowledge that any submissions you make to the Site (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by us and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you.

3.3 You grant us a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for us or any third party we designate, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any Submission posted by you on or to the Site, including any Submission posted on or to the Site through a third party.

3.4 You are solely responsible for the content of your Submissions. While we do not and cannot review every Submission and is not responsible for the content of these messages, we reserve the right to delete, move, or edit Submissions that we, in our sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.5 By making a Submission, you are consenting to its display and publication on the Site and for related online and offline promotional uses.

4. REPRESENTATIONS AND WARRANTIES

4.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless us and all of our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

4.2 We do not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Site by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE SITE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK.