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- **THIS SITE IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE.**
- **ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.**
- **THIS SITE IS NOT FOR MEDICAL DIAGNOSIS OR TREATMENT.**
- **NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE.**
- **IN AN EMERGENCY CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.**

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- (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;
- (d) use any FMCNA copyrights, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (e) use any material or information, including images or photographs, which are made available

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- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If material is believed in good faith by FMCNA to infringe a copyright or otherwise violate any Intellectual Property Rights, FMCNA will remove or disable access to any such material.

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14. INDEMNITY

You agree to indemnify, defend and hold FMCNA its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to this Site, your use of the Content, including any use by your employees, your violation of these Terms or your violation of any rights of another.

15. LIMITATION ON ACTIONS BROUGHT AGAINST FMCNA

You agree that any claim or cause of action arising out of your use of this Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by FMCNA to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

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You agree that any dispute arising out of or relating in any way to your use of this Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, FMCNA may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Boston, MA, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Massachusetts or to any Federal Court located within the State of Massachusetts for any action (i) to compel

arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 15 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Massachusetts.

17. ACKNOWLEDGEMENT

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

18. GENERAL

In the event that any provision of these Terms is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these Terms will remain in full force and effect. FMCNA's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms and the Privacy Policy as posted from time to time by FMCNA on this Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

19. CONTACT INFORMATION

If you have any questions about these Terms, the practices of FMCNA or your dealings with this Site, please contact us through the address below. You may also contact us to update your personal information by notifying us when you change your name or email address.

Address:

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920 Winter Street
Waltham, MA 02451