

# PAEA Website and Services Terms of Use

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Welcome to the website of the Physician Assistant Education Association, a 501(c)(3) organization ("PAEA," "we," "us," or "our"), that operates the membership community located at members.paeaonline.org (the "Website") and other PAEA services, including but not limited to the PAEA Digital Learning Hub, PAEA Core Competencies for New PA Graduates, PAEA Professional Learning Communities, PAEA Events and Registration, *Journal of Physician Assistant Education*, PAEA Surveys and any other services offered by PAEA or through third parties that provide PAEA services to you (collectively, the "Services"). The PAEA Website and Services Terms of Use (the "Terms of Use") is a legal contract between you ("you" and "your") and PAEA regarding your use of the Services. Visitors and users of the Services are referred to individually as "User" and collectively as "Users".

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY, BECAUSE YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH PAEA BY ACCESSING, BROWSING, OR USING THE WEBSITE OR THE SERVICES. BY ACCESSING, BROWSING, OR USING THE WEBSITE OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PAEA PRIVACY POLICY AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "TERMS"). IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SERVICES OR THE WEBSITE. THE TERMS SHALL NOT SUPERCEDE ANY LAW, REGULATION, WRITTEN POLICY OF PAEA THAT GOVERNS THE USE OF A SPECIFIC PAEA SERVICE, OR WRITTEN AGREEMENT THAT ANY USER OF THE WEBSITE OR SERVICES HAS ENTERED INTO WITH PAEA.

## 1. Accounts.

1.1 By clicking the "I Agree" button or by otherwise, browsing or accessing using or registering an account for the Services, you represent that (i) you are accurately representing your identity to PAEA; (ii) you are a US resident at least 13 years of age, or (iii) you are not a US resident, and are of legal age of consent to open an account under the laws of your country of residence. You also represent that you have not been previously suspended or removed from the Services by PAEA, and that your registration and your use of the Services is in compliance with any and all applicable laws.

1.2 Account. In order to use certain features of the Services, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to PAEA, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your name, account ID or password), then you agree to immediately notify PAEA at membership@PAEAonline.org. You may be liable for the losses incurred by PAEA or others due to any unauthorized use of your Services account.

1.3 Integrated Services. PAEA may permit you to associate your PAEA account with certain third party integrated services, including but not limited to EdCast, LinkedIn Learning, Fonteva, Wolters Kluwer, Okta, Salesforce, Qualtrics and others ("**Integrated Service**"). By associating your account with an Integrated Service, you agree to any and all terms and conditions of the Integrated Service. You should check your privacy settings on each Integrated Service to understand and change the information sent to us through each Integrated Service. PAEA does not control the practices of Integrated Services, and you are advised to read the Privacy Policy and terms and conditions of any Integrated Service that you use to understand their practices.

1.4 International Use. PAEA operates the Services in the United States. If you choose to access our Services from locations outside the United States, **you consent to the collection, transmission, use, storage and processing of content and data (including your personal information) in the United States**. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of our Services. If you are under

the age of 18, you confirm that you have received parental consent, if required in your jurisdiction, to open an account for Service and enter into these Terms. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render PAEA in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws.

**2. Privacy Policy.** Your privacy is important to PAEA. Please read the PAEA Privacy Policy, which is hereby incorporated into these Terms (and which are part of our contract with you), carefully for information relating to PAEA's collection, use, and disclosure of your personal information. Among other things, our Privacy Policy explains how we treat your personal information and protect your privacy when you use our Services, and explains the procedures by which Users may view, update, correct, or delete their account and personal information.

**3. Additional Terms, Policies and Guidelines.** When using the Services, you are subject to the specific written terms and conditions that apply to each of the Services as well as all applicable PAEA policies and guidelines, including but not limited to the [PAEA Policies and Procedures Manual](#), [PAEA Community Guidelines](#) and any additional posted terms, policies, guidelines or rules applicable to specific services and features which may be posted from time to time. All such terms, policies, guidelines and rules are hereby incorporated by reference into the Terms.

**4. Modification of the Terms.** Upon opening an account, you accept the Terms in the form posted on the Website. PAEA reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes that are made after you open your account. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, PAEA will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website and/or in the Services, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after PAEA makes reasonable attempt to provide you such notice. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

## **5. User Content License Grant**

**5.1 User Content and Ownership.** PAEA may permit the posting and/or publishing by you and other Users of notes, questions, comments, training materials, images, videos and other audio-visual materials, content and communications (collectively, "**User Content**"). You understand that whether or not such User Content is published, PAEA does not guarantee any confidentiality with respect to any submissions. Consistent with Applicable Law, as between PAEA and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and PAEA does not claim any ownership rights in or to such User Content. You acknowledge that are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content. You further agree that you will not be paid for User Content and that you may not solicit payment of any kind for User Content posted on the Services.

**5.2 License Grant to PAEA.** By posting, submitting or distributing User Content on or through the Services, you hereby grant to PAEA an unlimited, perpetual, irrevocable, worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law and PAEA's Privacy Policy). For the benefit of clarity, unless PAEA enters into a separate written agreement with a User that provides for PAEA's compensation to a User for User Content, PAEA will not pay fees to any User for User Content and PAEA does not allow Users to charge a fee for other Users of the Services to access or use User Content on the Services.

### **5.3 License Grant to Users.**

(a) User Content. By posting, submitting or distributing User Content through the Services, you hereby grant to each User of the Services an unlimited, perpetual, irrevocable, worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to access, use, transfer, display, perform, reproduce, distribute, prepare derivative works of your User Content in any manner permitted or made available by PAEA on or through the Services.

5.4 Access to Your User Content. PAEA may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Services users) to view. You acknowledge and agree that, although PAEA may provide certain features intended to allow you to restrict some User Content you create from others, PAEA does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, PAEA will use reasonable efforts to notify you pursuant to Section 15.1 below. PAEA HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

5.5 User Content Disclaimer. You understand that when using the Services you will be exposed to User Content from a variety of sources, and that PAEA is not responsible for the contents, accuracy, usefulness, or intellectual property rights of or relating to such User Content. Although the [PAEA Community Guidelines](#) prohibit the posting of User Content that is inaccurate, offensive, indecent, objectionable, or violates the rights of third parties, you understand and acknowledge that, despite the exercise of reasonable diligence, PAEA, is not in a position to identify all User Content that violates the [PAEA Community Guidelines](#). Accordingly, you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable or violates the rights of third parties, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against PAEA with respect thereto. If you identify any User Content that you reasonably believe is inaccurate, offensive, indecent, objectionable, or violates the rights of third parties, your sole remedy is to report such User Content to PAEA pursuant to the [PAEA Community Guidelines](#). PAEA does not endorse any User Content or any opinion, recommendation or advice expressed therein, and PAEA expressly disclaims any and all liability in connection with User Content.

6. **Digital Millenium Copyright Act**. It is PAEA's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to PAEA's DMCA Notification Guidelines at <https://www.khanacademy.org/about/dmca>. PAEA will promptly terminate without notice your access to the Services if you are determined by PAEA to be a "repeat infringer." A repeat infringer is a User who has been notified by PAEA of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Services more than twice.

## 7. **Proprietary Materials; Licenses**

7.1 Proprietary Materials. The Services are owned and operated by PAEA and/or authorized vendors that provide all or part of each Integrated Service. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Services (the "**Services Materials**") are protected by United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Services are owned by or licensed to PAEA, and PAEA reserves all rights therein and thereto not expressly granted by these Terms.

7.2 Licensed Educational Content. PAEA may make available on the Services certain educational videos, webinars, courses, exercises, and related supplementary materials that are owned by PAEA or its third-party licensors (the "**Licensed Educational Content**"). PAEA grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Services by PAEA solely for your personal, non-commercial purposes. Unless expressly indicated on the Services that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

(a) **Alternate Licenses**. In certain cases, PAEA or its licensors may make available Licensed Educational Content under alternate license terms, such as a variant of the Creative Commons License (as defined below) (each, an "**Alternate License**"). Where expressly indicated as such on the Services, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to you under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, you agree to comply fully with all the terms and conditions of such Alternate License.

(b) **Creative Commons License**. Unless expressly otherwise identified on the Services with respect to a particular item of Licensed Educational Content, any reference to the "Creative Commons", "CC" or similarly-phrased license shall be deemed to be a reference to the Creative Commons Attribution-NonCommercial-ShareAlike 3.0 United States License (available at [creativecommons.org/licenses/](https://creativecommons.org/licenses/)) (the "**Creative Commons License**").

7.3 Non-Commercial Use. The Licensed Educational Content is intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by PAEA.

(a) Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that PAEA expressly defines as falling outside of "non-commercial" use:

i. the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;

ii. providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee; and

iii. the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any "pop-up advertisements".

(b) Use Characterization. Whether a particular use of the Licensed Educational Content is "non-commercial" depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is "non-commercial," even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not "non-commercial," even if this use is by a non-profit entity. As an example, a for-profit corporation's use of the Licensed Educational Content for internal professional development or training of employees is permitted, so long as the corporation charges no fees, directly or indirectly, for such use. Conversely, as another example, a non-profit entity's use of the Licensed Educational Content in connection with a fee-based training or educational program is NOT "non-commercial" and is not permitted.

## 8. Prohibited Conduct.

YOU AGREE NOT TO:

8.1 use the Services for any commercial use or purpose unless expressly permitted by PAEA in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;

8.2 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;

8.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

8.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.5 use the Services in any manner that is harmful to minors, or in any manner that violates PAEA's Community Guidelines.

8.6 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, or perform any other fraudulent activity;

8.7 delete the copyright or other proprietary rights notices on the Services or on any Licensed Educational Content, Licensed Educational Code, or User Content;

8.8 assert, or authorize, assist, or encourage any third party to assert, against PAEA or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content you have used, submitted, or otherwise made available on or through the Services;

8.9 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

8.10 use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.11 defame, harass, abuse, threaten or defraud Users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.12 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services, Licensed Educational Content, Licensed Educational Code, or User Content;

8.13 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by PAEA herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or

8.15 intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

**9. Third-Party Sites, Products and Services; Links.** The Services may include links or references to other websites or services solely as a convenience to Users ("**Reference Sites**"). PAEA does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. **ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK.**

## **10. Term and Termination.**

**10.1 Term.** These Terms shall remain in full force and effect while you use the Services unless your account is terminated as provided in these Terms, in which case you no longer have the right to use the Services.

**10.2 Termination by PAEA.** PAEA may, in its sole discretion, for any or no reason, and without penalty, suspend or terminate any account (or any part thereof) you may have with PAEA or your use of the Services and remove and discard all or any part of your account, User profile, and User Content, at any time. PAEA may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have, or portion thereof, may be affected without prior notice, and you agree that PAEA will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies PAEA may have at law or in equity. PAEA does not permit the infringement or misappropriation of copyrights, trademarks, trade secrets or other intellectual property in the Services,

and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who engage in any such conduct.

10.3 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of PAEA in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate these Terms at any time (prospectively only) by deleting your login account with the Services and discontinuing use of any and all parts of the Services.

10.4 Responsibility for Pre-Termination activity. Termination of the Terms as to any User account will not limit PAEA's rights and remedies regarding any breach of these Terms occurring prior to such termination.

11. **Representations and Warranties**. You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, copyrights, trademarks, trade secrets, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render PAEA in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws (collectively, "**Applicable Law**"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that (i) you possess all rights necessary to provide, distribute, publish, post and copy and use your User Content and grant PAEA the rights set forth in these Terms; and (ii) you will comply with Applicable Law in connection with your use of the Service.

12. **Indemnification**. You agree, to the extent permissible under your country's and state's laws, to indemnify, defend, and hold harmless PAEA, and its successors, affiliates, contractors, officers, directors, employees, agents, attorneys and its third-party suppliers, licensors, and partners ("**PAEA Parties**") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third-party relating to or arising out of (i) your access to, use or misuse of the Services; (ii) your breach or alleged breach of these Terms, or any violation of the Terms; (iii) any breach of the representations, warranties, and covenants made herein; (iv) your failure to comply with Applicable Law; (v) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (vi) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users. PAEA reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify PAEA, and you agree to cooperate with PAEA's defense of these claims. You agree not to settle any such matter without the prior written consent of PAEA. PAEA will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

### 13. **Disclaimers; No Warranties**

13.1 No Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PAEA DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AVAILABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAEA OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

13.2 Content. PAEA DOES NOT WARRANT THAT THE WEBSITE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. PAEA AND THE PAEA PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT (1) THE SERVICES WILL (A) MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, OR (B) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, (2) THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES MAY BE NEW OR EXPERIMENTAL AND MAY NOT HAVE BEEN TESTED IN ANY MANNER.

13.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE

WEBSITE IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

13.3 Limitations by Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

#### **14. Limitation of Liability and Damages.**

14.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL PAEA OR THE PAEA PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) EVEN IF PAEA OR A PAEA PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING (i) TO THE TERMS; (ii) YOUR USE OF (OR INABILITY TO USE) THE SERVICES, OR (iii) ANY OTHER INTERACTIONS WITH PAEA OR ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE SERVICES, INCLUDING OTHER USERS,. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PAEA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14.2 Limitation of Damages. IN NO EVENT WILL PAEA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU TO PAEA, IF ANY, FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR FIFTY US DOLLARS (\$50), WHICHEVER IS GREATER.

14.3 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT PAEA HAS OFFERED THE WEBSITE AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PAEA, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PAEA. PAEA WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### **14.4 User Interactions and Release.**

(a) User Disputes. PAEA is not responsible for the actions, content, information or data of third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

(b) Release. If you have a dispute with one or more Users, you release PAEA and the PAEA Parties from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

#### **15. Miscellaneous.**

15.1 Notice. PAEA may provide you with notices, including those regarding changes to the Terms, by email, postings on the Services, or other reasonable means. Notice will be deemed given 24 hours after email is sent, unless PAEA is notified that the email address is invalid. Notices posted on the Services are deemed given 3 business days following the initial posting. Any notices directed to PAEA shall be sent by first class U.S. Mail to PAEA at 655 K St NW, Suite 700, Washington, DC 20001 and also via e-mail to [privacy@PAEAonline.org](mailto:privacy@PAEAonline.org).

15.2 Waiver. The failure of PAEA to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by PAEA.

15.3 Governing Law. The Terms will be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to any principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

15.4 Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

15.5 Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you without PAEA's prior written consent, but may be assigned by PAEA without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

15.6 Entire Agreement. The Terms, the Privacy Policy and Guidelines constitute the entire agreement between you and PAEA relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Policy or Guidelines made by PAEA as set forth in Paragraph 4 above.