

Surgical Critical Care Program Directors Society

Privacy Policy

SCCPDS Terms of Use

May 3, 2021

Surgical Critical Care Program Directors Society (“SCCPDS”) is dedicated to providing the highest level of critical care education and training to the next generation of intensivists focused on critically ill surgical patients. The following Terms of Use outline your obligations when using the SCCPDS’s Web site and related services (the “Sites and Services”).

1. ACCEPTANCE OF TERMS

PLEASE READ THESE TERMS OF USE CAREFULLY. REGISTERED USERS OF THE SITE AND SERVICES HAVE EXPRESSLY AGREED TO THE TERMS AT THE TIME OF REGISTRATION. ANY NON-REGISTERED USERS AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITE AND SERVICES

2. MODIFICATIONS OF TERMS OF USE

SCCPDS may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Site and Services, and upon notice to its registered users. You are responsible for regularly reviewing information posted on the Site and Services and provided to you via email or other means to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Site and Services and to provide SCCPDS notice to remove you from any distribution lists or other communication list that are available to you through your use of the Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING AND NOTIFICATION MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

3. USE OF THE SITE AND SERVICES

Subject to full compliance with these Terms of Use, SCCPDS grants authorized users a nonexclusive, nontransferable, terminable license to access and use the Site and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sublicense, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Site and Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of SCCPDS. SCCPDS may modify, update, suspend or discontinue the Site and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. SCCPDS shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

4. USER CONDUCT

As a condition of your access and use of the Site and Services and your submission of or access to any membership directory information, job postings, or other materials on the Site and Services (collectively, the “Content”), you agree not to use the Site and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by SCCPDS. This includes, but is not limited to:

1. intentionally or unintentionally violating these Terms of Use, any other applicable agreements with SCCPDS, any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. using the Site and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any Content that may infringe, misappropriate, or violate a third party’s rights of publicity, contractual rights, fiduciary rights, intellectual property rights, or data privacy rights;
3. using the Site and Services or their Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. reproducing, duplicating, copying, modifying, selling, re-selling, or exploiting any Content or the Site and Services for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to your personal business decisions, without the express written consent of SCCPDS;
5. posting irrelevant Content, repeatedly posting the same or similar Content or otherwise imposing an unreasonable or disproportionately large load on our infrastructure, interfering or attempting to interfere with the proper working of the Site and Services or any activities conducted on the Site and Services;
6. harassing, threatening, intimidating, impersonating, or attempting to impersonate any other person, falsifying your contact or other information, misrepresenting a relationship with any person or entity, including misrepresenting a relationship with SCCPDS;
7. knowingly providing or submitting false or misleading information;
8. using the Site and Services if you are under the age of eighteen (18);
9. attempting to gain unauthorized access to the Site and Services, other user accounts, or other computer systems or networks connected to the Site and Services;
10. using the Site and Services in any way that could interfere with the rights of SCCPDS or the rights of other users of the Site and Services;
11. attempting to gain unauthorized access to any portion or feature of the Site and Services, or any other systems or networks connected to the Site and Services, or to any server used by SCCPDS by hacking, password “mining,” or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Site and Services user;
12. selling, sharing, or otherwise transferring your account username, password, other information, or your rights or obligations under these Terms of Use;
13. transmitting or submitting any transmission or other materials that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable, or otherwise overburden the Site and Services;
14. accessing, downloading, monitoring, or copying any information contained on our Site and Services through artificial means; or
15. probing, scanning, or testing the vulnerability of the Site and Services or any network connected to the Site and Services or breaching the security or authentication measures on or of the Site and Services or any network connected to the Site and Services.

5. SCCPDS MEMBERSHIP

When using, accessing, or purchasing particular services or features of the Site and Services, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms of Use. For example, SCCPDS restricts access to some portions of the Site and Services to persons with an SCCPDS Membership.

6. REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Site and Services and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the Site and Service, you agree to (a) provide SCCPDS with true, accurate, current, and complete information as prompted by the SCCPDS's registration forms when registering for or using the Site and Services, and (b) update and maintain the truthfulness, accuracy, and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

7. SUBMITTING CONTENT

As a condition of submitting any Content or other materials to the Site or Services, you agree that:

1. you grant to SCCPDS a royalty free, perpetual, irrevocable, universal, nonexclusive, transferable license to use, reproduce, copy, sublicense, adapt, modify, merge, distribute, publicly display, create derivative works from and incorporate such Content into other works;
2. you grant to SCCPDS all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;
3. you own or have secured all legal rights necessary for the Content submitted by you to be used by you, SCCPDS, and others as described and otherwise contemplated in these Terms of Use;
4. you represent and warrant that each person identified, depicted, or shown in your Content, if any, has provided consent to the use of the Content consistent with these Terms of Use;
5. SCCPDS may, in its sole discretion, choose not to post job postings; and
6. you will not submit any Content that may be considered by SCCPDS to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violate any relevant law or right of any other party, or are racially, ethnically or otherwise objectionable.

8. PUBLICATION AND DISTRIBUTION OF CONTENT

SCCPDS cannot and does not guarantee the accuracy, integrity, quality, or appropriateness of any Content transmitted to or through the Site and Services. You acknowledge that SCCPDS simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of user generated content. You understand that all content posted on, transmitted through, or linked through the Site and Services are the sole responsibility of the individuals from whom such Content originated. You understand that SCCPDS does not control and is not responsible for Content made available through the Site and Services and that by using the Site and Services, you may be exposed to Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content. Under no

circumstances will SCCPDS be liable in any way for any Content, including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information, or for any loss or damage of any kind incurred as a result of the use of any Content submitted, accessed, transmitted, or otherwise conveyed via the Site and Services. By using the Site and Services, you waive the right to bring or assert any claim against SCCPDS relating to Content, and release SCCPDS from any and all liability for or relating to any Content. SCCPDS has no obligation to review, monitor, or remove any Content or other materials. However, SCCPDS reserves the right to review, modify, and/or delete any Content that, in its sole judgment, violates these Terms of Use.

You may report Content that you believe violates these Terms of Use or is otherwise unlawful by sending an email to jsmith@sccpds.org (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys' fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

SCCPDS may display advertisements and other information adjacent to or included with Content submitted by you. You are not entitled to any compensation for such advertisements. The manner, mode, and extent of such advertising are subject to change without specific notice to you.

9. TERMINATION OF ACCESS

SCCPDS may terminate your privilege to use or access the Site and Services immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Site and Services and agree not access or make use of, or attempt to use, the Site and Services. Furthermore, you acknowledge that SCCPDS reserves the right to take action to block, nullify, or deny your ability to access the Site and Services. You understand that SCCPDS may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to SCCPDS.

All provisions of these Terms of Use that by their nature should survive termination shall survive the termination of your access to the Site and Services, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

10. TRADEMARKS AND COPYRIGHTS

SCCPDS, and other Site and Services graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks, service marks, or trade dress of SCCPDS in the U.S. and/or other countries. These trademarks, service marks, and trade dress may not be used, including as part of trademarks, service marks, and/or domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the Site and Services is protected by copyright law. Aside from user-submitted Content, all other materials and other information on the Site and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations, and software are the exclusive property of SCCPDS and/or its licensors and are protected by all United States and international copyright laws.

11. NOTICE AND PROCEDURE FOR MAKING COPYRIGHT CLAIMS

SCCPDS respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA")

and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the Site and Service who are infringers.

Notifying SCCPDS of Copyright Infringement: To provide us with notice of an infringement, you must provide a written communication to the attention of “DMCA Notification Dept.” at jsmith@sccpds.org that sets forth the information specified by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that an activity is infringing your copyright. We will need the following information from you:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a detailed description of where the material that you claim is infringing is located or found on the Site and Services;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Providing SCCPDS with Counter-Notification: If we remove or disable access to Content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of “DMCA Counter Notification Dept.” at jsmith@sccpds.org that sets forth all of the necessary information required by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney. We will need the following information from you:

1. an electronic or physical signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
3. a statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which that address is located, or if your address is outside the United States, for any judicial district in which a service provider may be found, and that you will accept service of process from the person who provided the original notice.

12. DELAYS AND ACCESSIBILITY

The Site and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. SCCPDS is not responsible for any delays, failures, or other damage resulting from such problems.

13. WARRANTIES AND DISCLAIMERS

You acknowledge that SCCPDS has no control over, and no duty to take any action regarding: which users gain access to or use the Site and Services, what effects the Content on the Site and Services may have on you, how you may interpret or use the Content on or the Site and Services, or what actions you may take as a result of having been exposed to the Content on the Site and Services. You release SCCPDS from all liability for your having acquired or not acquired Content or information through the Site and Services. The Site and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. SCCPDS makes no representations concerning any content contained in or accessed through the Site and Services, and SCCPDS will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Site and Services. SCCPDS makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOU ACCESS AND USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF SCCPDS, COMPUTER VIRUS, OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITES AND SERVICES. IN NO EVENT WILL SCCPDS OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL SCCPDS OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE, OR OTHER PROPERTY OF USERS OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITES AND SERVICES.

ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCCPDS OR THROUGH OR FROM THE SITES AND SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, SCCPDS DOES NOT REPRESENT OR WARRANT THAT (I) THE SITE AND SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY BUSINESS RELATIONSHIPS INITIATED BY YOU THROUGH AFTER REVIEWING THE SITE AND SERVICES WILL MEET YOUR EXPECTATIONS,

AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SITE AND SERVICES FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SITES AND SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SCCPDS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

SCCPDS USES REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND SCCPDS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

14. INDEMNITY

You agree to indemnify, defend, and hold harmless SCCPDS, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers, and suppliers from and against all losses, liabilities, expenses, damages, claims, demands, and costs, including reasonable attorneys' fees and court costs, due to, arising from, or related to: (a) any violation of these Terms of Use by you; (b) any inaccurate or untruthful Content or other information provided by you to SCCPDS or that you submit, transmit, or otherwise make available through the Site and Services; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. SCCPDS will have sole control of the defense of any such damage or claim.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SCCPDS, ITS OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF SCCPDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), WITH RESPECT TO THE SITES AND SERVICES, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE SITES AND SERVICES; (B) THE COSTS OF ANY BUSINESS RELATIONSHIP INITIATED AS A RESULT OF THE USE OF THE SITES AND SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR TRANSMISSIONS, DATA, INFORMATION, OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT, OR OTHERWISE CONVEY THROUGH THE SITE AND SERVICES; (E) ANY OTHER MATTER RELATING TO THE SITE AND SERVICES; OR (F) ANY BREACH OF THESE TERMS OF USE BY SCCPDS OR THE FAILURE OF SCCPDS TO PROVIDE THE SERVICES UNDER THESE TERMS OF USE. TO THE EXTENT SCCPDS, ITS OFFICERS, EMPLOYEES, AND/OR AGENTS ARE FOUND LIABLE FOR ANY DIRECT DAMAGES RELATED TO THESE TERMS OF USE OR THE USE OF THE SITES AND SERVICES, LIABILITY FOR DAMAGES SHALL NOT EXCEED \$100 IN THE AGGREGATE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations or exclusions of liability or damages are not permitted. In such jurisdictions, some of the foregoing limitations and exclusions may not apply to you.

16. NOTICE

By use of the Site and Services, you consent to receive electronic communications from SCCPDS (via email or via a posting on the Site), and you agree that any such communications satisfy any legal requirement to make such communications in writing. You also agree that SCCPDS may communicate any notices to you under these Terms of Use through electronic mail, regular mail, or posting the notices on the Site and Services. All notices to SCCPDS will be provided by either sending: (i) an email to jsmith@sccpds.org; or (ii) a letter, first class certified mail, to Jermica Smith, SCCPDS Executive Director, 633 N Saint Clair Street, Suite 2600, Chicago, IL 60611. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

17. ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms of Use (including, without limitation, the Privacy Policy) constitute the entire agreement between you and SCCPDS. They supersede any prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and SCCPDS regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to SCCPDS under these Terms of Use.

18. ARBITRATION; CLASS ACTION WAIVER

In the event of a dispute between you and SCCPDS arising under or relating to these Terms of Use, the dispute will be resolved by binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association and shall be conducted consistent with the rules, regulations, and requirements thereof. THIS MEANS NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR SCCPDS MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR LITIGATE IN COURT OR ARBITRATE AS A MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

19. GOVERNING LAW

These Terms of Use and the relationship between you and SCCPDS will be governed by the laws of the State of Rhode Island, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site and Services or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

20. MISCELLANEOUS

If you breach any term of this Terms of Use or other agreement with SCCPDS, SCCPDS may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. SCCPDS's remedies are cumulative and not exclusive. Failure of SCCPDS to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. We may transfer, assign, or delegate the Terms of Use and its rights and obligations without consent. Users of this Site and

Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment, or agency relationship exists between you and SCCPDS as a result of these Terms of Use or use of the Sites and Services.

21. CONTACTING US

If you have any comments or questions regarding these Terms of Use, or wish to report any violation of these Terms of Use, please contact us at jsmith@sccpds.org or 800-789-4006. We will address any issue to the best of our abilities.