

## Provider Pals Terms of Use

And now, it is time for the boring legal part of Provider Pals. We know you probably won't want to read this, but it is really important. We just want to make sure you, your parents and all the other kids on Provider Pals know the rules so this can be a cool place to hang out. In fact, you might even want to print off a copy just to have around or to share with your parents! Sometimes, even mom and dad need to know the rules too.

Here it goes...

1. Have you ever heard of the Golden Rule? Some adults like to remind us about the Golden Rule, which goes something like this: Treat others as you want to be treated! Well, not only does that apply to your little brother, sister or even your friends, it applies to all the other members of Provider Pals or Provider World. That means no name-calling, no mimicking, and no mean teasing. Provider Pals is not only a fun place for you; it is a fun place for thousands of other people. Even though, you may never meet the other kids you chat with on Provider Pals or Provider World, you need to remember that no one likes to be treated badly.
2. If you see something that is going on that you don't like or makes you feel uncomfortable, tell us. We will check it out for you. We don't want to tell you what to say or anything like that because we know you have a mind of your own but if someone says something really bad, we'll try to fix the problem.
3. **NEVER, EVER** share personal information! Not your last name, not your phone number, not even the name of your pet lizard. Ok, well maybe that last one you could share. But, you need to remember that, even though Provider World is heavily monitored, it is YOUR RESPONSIBILITY to protect your identification. So, just don't ask....and don't tell.
4. If you write something or send us something that is really cool and that we like a lot, we might want to put it on the site. When you and your parents agree to let you use our site, it means that you

all agree that we can use your stuff. Heck, we might even put it in an advertisement or a newsletter. That would rock!!

5. By the way, in Provider World we all speak English. Not because we don't think it is awesome that many people speak more than one language but because we don't. And, since we need to monitor all the stuff that is said in Provider World, we need to be able to read it, so again, not be a drag or anything, but you must speak, or in this case write, in English only.
6. Also, what is ours is NOT YOURS. We would never steal from you. So, please don't steal from Provider Pals or Provider World. You can play with whatever toys we have on our Site, but you need to leave them at our house when you are done.
7. And, finally. Remember your actions do have consequences. Just because Provider World is an online game, it still has some real world responses to actions that are not only unlawful but even just not cool. You could be suspended from the website for a limited time or even completely lose your membership....FOREVER. And, frankly, that would stink for all of us.

**And now, here is what is called the SMALL PRINT:**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY  
BEFORE USING THIS WEBSITE (the "Site").**

This Site at providerpals.com is fully controlled and operated by Provider Pals, a not-for-profit 501(c)3 organization. By accessing and using this Site, you are hereby agreeing to be legally bound by these terms and conditions. If you do not agree with all of the following terms and conditions, please do not use this Site.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof. Please review the terms and conditions periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revised terms and conditions. For your information, this page was last updated on June 1, 2007.

**OWNERSHIP OF INTELLECTUAL PROPERTY**

All site software, design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, and the selection and

arrangements thereof, and trademarks, service marks and trade names (the "Material") are the property of Provider Pals and/or its subsidiaries, affiliates, assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. Provider Pals hereby grants you a personal, non-exclusive, non-assignable and non-transferable license to use and display, for noncommercial and personal use only, any material and/or software from this Site, including, without limitation, any files, codes, audio or images incorporated in or generated by the Site. You agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any Material to any third party (including, without limitation, the display and distribution of the Material via a third party website) without the express prior written consent of Provider Pals. Use of Provider Pals and/or its licensors' Material is only permitted with their express written permission. You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Material. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

### **OWNERSHIP OF SUBMISSIONS**

Certain areas of this Site will permit you to send to Provider Pals materials such as drawings, stories, journals, and pictures. Upon submission, all creative suggestions, artwork, drawings, journals, photos or other information of any nature (collectively, the "Information") submitted by you to Provider Pals shall be deemed to be, and shall remain, the property of Provider Pals. You shall be deemed to have irrevocably assigned all of your worldwide right, title and interest in and to such Information to Provider Pals, and waived any "moral" or author's rights therein.

### **PUBLIC FORUMS AND COMMUNICATION**

"Public Forum" means an area, site or feature offered as part of any Provider Pals Site that enables users or visitors of any Provider Pals Site (a) to submit, post, display and/or view User-Generated Content and/or (b) to communicate, share or exchange User-Generated Content with other Provider Pals Site users, visitors and members of the general public including, without limitation, a chat area, message board or instant messaging.

You acknowledge that anything you submit to a Provider Pals Site by way of any Public Forum may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Public Forums and features offered therein are for public and not private communications. Please keep in mind that whenever you give out personal information online, through any media, including without limitation, a Public Forum, that information can be collected and used by people you do not know. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

Provider Pals will have the right to use Postings in any manner that Provider Pals may determine. Additionally, Provider Pals may sweep its chat rooms and/or message boards periodically at its sole discretion.

You are, and shall remain, solely responsible for the User-Generated Content submitted and/or posted under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. You acknowledge that the use of User-Generated Content posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We reserve the right to screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. If we elect to screen User-Generated Content, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your User-Generated Content including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

When participating in a Public Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. Information obtained in a Public Forum may not be reliable, and it is not a good idea to take any action, based solely or largely on information you cannot confirm. We cannot be responsible for the accuracy of any User-Generated Content contained in a Public Forum, and we shall not be responsible for any decisions made or actions taken or not taken based on such information or content.

Your ability to access and browse User-Generated Content within a Public Forum and/or to submit and/or post User-Generated Content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise at our sole discretion at any time and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

## **HOUSE RULES**

The following is a list of House Rules applicable to the Provider Pals Sites. By using the Provider Pals Sites, you agree that:

1. In Provider World, only the English language will be used for communication. Other languages and characters are not allowed. Failure to comply, or the attempt to circumvent our language filters by using foreign languages or characters may result in an account being deactivated and/or permanently banned from the site.
2. You will not submit, post, upload, distribute, or otherwise make available or transmit any User-Generated Content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit;

- (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (e) contains any reference to alcohol, illegal substances, or drug paraphernalia; (f) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation; or (f) does not comply with all terms and conditions set forth above in sections labeled "OWNERSHIP OF INTELLECTUAL PROPERTY" AND "OWNERSHIP OF SUBMISSIONS";
3. You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these terms of use and the "OWNERSHIP OF INTELLECTUAL PROPERTY" AND "OWNERSHIP OF SUBMISSIONS" TERMS as listed above; all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any User-Generated Content that you submit, post, upload, distribute or otherwise make available or transmit.
  4. You will not (a) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any Public Forum for commercial purposes of any kind, or (b) use any product or service available on any Provider Pals Site and RSS feeds (or other similar type feeds) for commercial purposes of any kind;
  5. You will not submit, post, upload, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Provider Pals Sites or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Provider Pals Sites;
  6. You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph;
  7. You will not engage in antisocial, disruptive or destructive acts, including "flaming," "spamming," "flooding," "trolling" and "griefing" as those terms are commonly understood and used on the Internet;
  8. You will not delete any legal notices, disclaimers or proprietary notices, such as, copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;

9. You will not submit, post, upload, distribute or otherwise make available or transmit any User-Generated Content or make statements in any Public Forum that do not generally pertain to the designated topic or theme of the Public Forum;
10. You will not submit, post, upload, distribute or otherwise make available or transmit (or attempt to submit, post, upload, distribute or otherwise attempt to make available or transmit) any User-Generated Content in violation of a Public Forum's restrictions including, but not limited to, its age restrictions, procedures and/or these terms of use; and
11. You will not engage in (or attempt to engage in) any criminal activity including, without limitation, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing, harassment, theft and conspiracy to commit any criminal activity.
12. You agree that Provider Pals is the sole authority and will use its sole discretion to deem what is inappropriate for this Site.

We cannot and do not assure that other users are or will be complying with the foregoing House Rules or any other provisions of these terms of use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

**WE MAY CHANGE THE PROVIDER PALS SITES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.**

#### **CONTENT REMOVAL RIGHTS**

We reserve the right, but disclaim any obligation or responsibility, to remove any User-Generated Content from any Provider Pals Site (a) that violates these terms of use (including, without limitation, the House Rules) and (b) to comply with any subpoena, order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using a Provider Pals Site in violation of the law. If we deem appropriate in our sole discretion, we reserve the right to preserve a record of any such User-Generated Content and turn all or a portion thereof over to law enforcement officials.

#### **CONTESTS, SWEEPSTAKES AND OTHER ACTIVITIES**

Provider Pals provides Rules of Participation for certain activities on this Site including, without limitation, for example, contests or sweepstakes. This Agreement is incorporated by reference to the specific Rules of Participation that appear in connection with information about a particular activity. To the extent that any conflict exists between this Agreement and specific Rules of Participation, the Rules of Participation for the activity in which you choose to participate shall govern.

#### **REGISTRATION INFORMATION AND SECURITY**

You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. If you provide any information that

does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of any Provider Pals Site (or any portion thereof).

You also agree (a) to promptly notify us at [memberservices@providerpals.com](mailto:memberservices@providerpals.com) of any unauthorized use of your username, password, other account information or any other breach of security that you become aware of involving or relating to any Provider Pals Site. In addition, you agree to exit from your account at the end of each session.

We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

### **DISCLAIMER AND LIMITATION OF LIABILITY**

THIS SITE AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Provider Pals is not responsible or liable for any infections or contamination of your system, or delays, inaccuracies, errors or omissions arising out of your use of this Site or with respect to the information and material contained on this Site. The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any material rests with you.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER PALS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES AND THIRD PARTY PROVIDERS TO THE SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED ON THIS SITE WHETHER THE MATERIAL IS PROVIDED OR OTHERWISE SUPPLIED BY PROVIDER PALS OR ANY THIRD PARTY.

Notwithstanding the foregoing, in no event shall Provider Pals' liability to you for any and all claims, damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing this Site.

### **THIRD PARTY HYPERLINKS**

The appearance of external hyperlinks does not constitute endorsement by Provider Pals of the opinions or views expressed by these third party Web sites and Provider Pals does not verify, endorse or take responsibility for the accuracy, currency, completeness or quality of the content contained at these sites. Furthermore, Provider Pals is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. As such, Provider Pals will not be responsible for any errors or omissions or for

the results obtained from the use of such information contained in these sites. Finally, Provider Pals will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked sites.

### **SUBSCRIPTION/BILLING**

Some services offered on Provider Pals Sites are subscription based-services, such as Provider World. Please refer to the Member Services center on our Web site for the specific terms and conditions applicable thereto.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless, Provider Pals, its affiliates, and their respective officers, directors, employees, agents, licensors, representatives and third party providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement by you. Provider Pals reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event, you will fully cooperate with Provider Pals in asserting any available defenses.

### **JURISDICTIONAL AND VENUE ISSUES**

You agree that any action at law or in equity out of or relating to these terms of use, shall be filed, and that venue properly lies, only in state or federal courts located in the State of Montana.

### **TERMINATION**

These terms of use are effective until terminated by either you or us. You may terminate these terms of use, at any time, by discontinuing use of all Provider Pals Sites and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise. In the event that you terminate these terms of use, you agree to notify us of such termination by sending notice of such termination by certified United States mail, postage pre-paid to:

Member Services  
Provider Pals  
5957 Champion Road  
Libby, MT 59923

We may immediately terminate these terms of use with respect to you (including your access to any and all Provider Pals Sites) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of all Provider Pals Sites and destroy all materials obtained from such sites and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

### **GENERAL PROVISIONS**

These terms of use shall be governed by and construed in accordance with the laws of the State of Montana and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY PROVIDER PALS SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

### **MISCELLANEOUS**

Provider Pals controls this Site from its offices at 5957 Champion Road, Libby, MT 59923, United States of America. No software from this Site may be downloaded, exported or re-exported in violation of any law including, without limitation, to countries that are subject to U.S. export restrictions.

### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the providerpals.com web site should be sent **ONLY** to our Designated Agent.

**NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING PROVIDERPALS.COM THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED.**

**WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.**

Do not send any inquiries unrelated to copyright infringement (e.g., requests for technical assistance or customer service, reports of e-mail abuse, etc.) to the contact listed below. You

will not receive a response if sent to that contact.

Written notification must be submitted to the following Designated Agent:

Service Provider(s): Provider Pals

Name of Agent Designated to Receive Notification of Claimed Infringement: Bruce Vincent

Full Address of Designated Agent to Which Notification Should be Sent:  
5957 Champion Road, Libby, MT 59923

Telephone Number of Designated Agent: (406) 293-8822

Facsimile Number of Designated Agent: (406) 293-4739

E-mail Address of Designated Agent: [bruce@providerpals.com](mailto:bruce@providerpals.com)

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

1. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the Web site where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied; etc.);
4. A clear description of where the infringing material is located on our Web site, including as applicable its URL, so that we can locate the material;
5. Your address, telephone number and e-mail address;
6. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

These terms and conditions were last updated on June 1, 2007.