

# Privacy Notice

**Last modified: 23/05/2018**

## **INTRODUCTION**

Welcome to Children and Adults with Attention Deficit/Hyperactivity Disorder (CHADD) privacy notice.

CHADD is a non-profit organization that aims to improve the lives of people affected by ADHD. We do this by providing information about ADHD on our site (“Our Site”). At CHADD we believe in the potential of shared experiences to transform lives and uncover understanding about ADHD. Because this may involve you sharing personal information about we also believe in the importance of clear and transparent privacy guidelines. As a user it’s important you know how we use and share your data and how you can control what happens to information you share on Our Site.

This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy notice is provided in a layered format so you can click through to the specific areas set out below. Please also use the Glossary to understand the meaning of some of the terms used in this privacy notice.

## **1. IMPORTANT INFORMATION AND WHO WE ARE**

### **PURPOSE OF THIS PRIVACY NOTICE**

This privacy notice aims to give you information on how CHADD collects and processes your personal data through your use of this website, including any data you may provide through this website, sign up to our newsletter, purchase a product or service.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

### **CONTROLLER**

CHADD is 501 (c)3 non-profit. located at 4601 Presidents Drive, Suite 300, Lanham MD 20706.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including

any requests to exercise *your legal rights*, please contact the data privacy manager using the details set out below.

## CONTACT DETAILS

Our full details are: CHADD

Name or title of data privacy manager: Katie Hadlich

Email address: [katie\\_hadlich@chadd.org](mailto:katie_hadlich@chadd.org)

4601 Presidents Drive, Suite 300, Lanham, MD 20706

## CHANGES TO THE PRIVACY NOTICE AND YOUR DUTY TO INFORM US OF CHANGES

This version was last updated on 23 May 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes email address and telephone numbers.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.

- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. **Aggregated Data** may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

## IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you access to certain parts of Our Site). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

## 3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - become a member of CHADD on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our cookie policy below for further details.

## 4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where you consent to processing.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

You have the right to withdraw consent to marketing at any time by [contacting us](#).

## **Communications with you**

By becoming a member, you agree that we may provide you with information about Our Site (whether by email or any other medium) that we consider appropriate. You may opt-out of receiving these materials and notifications through [contacting us](#).

## **PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA**

We will process your personal data only where there is a lawful basis to do so, specifically:

- where we need to perform the contract with you, including:
  - opening a member account with you and your use of our service;
- where we need to comply with a legal or regulatory obligation, including:
  - complying with any applicable regulatory requirements in terms of anti-money laundering rules;
  - undertaking conflict of interest checks; or
  - data protection rules;
- where you have consented to the particular use of your data, including:
  - sending you marketing emails;
  - taking part in surveys.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

## **MARKETING**

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms:

### **PROMOTIONAL OFFERS FROM US**

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have not opted out of receiving that marketing.

### **THIRD-PARTY MARKETING**

We will get your express opt-in consent before we share your personal data with any company outside the CHADD for marketing purposes.

### **OPTING OUT**

You can ask us or third parties to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your

marketing preferences or by following the opt-out links on any marketing message sent to you or by [contacting us](#) at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of service experience or other transactions.

## **COOKIES**

CHADD uses cookies to provide basic functionality and to improve the performance and user experience throughout the site. We may also store encrypted information about you using cookies which we can access when you visit our site in future.

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. If you want to delete cookies that are already on your computer, please refer to the instructions for your particular system here: <http://www.aboutcookies.org/default.aspx?page=1>.

If you want to learn about how to control cookies, you can find instructions for your particular system here: <http://www.aboutcookies.org/default.aspx?page=2>.

### **Tracking cookies**

CHADD uses third party analytics services including Google Analytics to collect aggregated data to help us understand how our site is being used, and how we can improve based on these statistics. Because these are also first-party cookies, you can manage them in the same way CHADD does.

### **Third-party cookies**

When you share information on the site with other social networks, their cookies will record that you have done so. If you would like to disable this, you need to disabled cookies from their sites. Sometimes, YouTube videos are posted on the site. If you view these posts your preferences for YouTube are recorded and stored.

## **CHANGE OF PURPOSE**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [contact us](#).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **5. DISCLOSURES OF YOUR PERSONAL DATA**

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out in the Glossary.

- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. There may be circumstances where we are required by law to make a disclosure of your personal data to certain authorities (for example, where information is provided that suggests an ongoing or potential threat against a child or vulnerable person). We may seek to notify you first where such a disclosure of your personal data is going to be made unless we are legally prohibited from doing so.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## 7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

In order to register with us and become an account holder, you will be invited to provide a password, a user name and an email. You are entirely responsible for maintaining the confidentiality of your password and account. You will never be required to reveal your full password to any representative of CHADD. If you forget your password, we may ask you to answer a specific question such as your username, date of birth or postcode. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify [katie\\_hadlich@chadd.org](mailto:katie_hadlich@chadd.org) immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for loss or damage incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the express permission of the account holder. If you think that someone else has access to your password you should change it immediately.

None of your personally identifiable information (i.e. email address, postcode/zip code, date of birth) is ever visible to other users or third parties without your explicit consent. We encourage you to choose a non-identifiable username as this is visible to other users.

If you choose to use a username that may identify you, then certain information you choose to post may be identified as your data. This may also happen if you upload a photo of yourself, or a likeness of yourself, as a profile picture. Prior to posting any photo or

likeness of you, choosing a username that may identify you, and/or post other information that may identify you, you should carefully consider whether you:

- i. wish to be identifiable on Our Site; and
- ii. want to post information that may be capable of being linked to you.

When you do, and you also make available Special Categories of data about yourself you will be deemed as having made that data manifestly public.

CHADD provides industry standard security across all of our platform and complies with health IT standards. We have secure connections (HTTPS) with 2048 bit encryption certificates across all the areas. Our services are hosted in-house and on third party servers. We have contracts in place with our third party service providers which require them to implement security measures to protect the data they hold and the current security provisions in place are described above.

## 8. DATA RETENTION

### HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. Generally, once an account has been closed we will process your data only for limited purposes, and would generally look to delete or anonymize data on inactive accounts after 7 years.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by [contacting us](#).

In some circumstances you can ask us to delete your data: see Request erasure below for further information.

## 9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.

- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please [contact us](#).

## **NO FEE USUALLY REQUIRED**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). Alternatively, we may refuse to comply with your request if your request is clearly unfounded, repetitive or excessive.

## **WHAT WE MAY NEED FROM YOU**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## **TIME LIMIT TO RESPOND**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

# **10. GLOSSARY**

## **LAWFUL BASIS**

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#).

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

## **THIRD PARTIES**

### **Internal third parties**

Other companies in the CHADD provide IT and system administration services and undertake leadership reporting.



## External third parties

### YOUR LEGAL RIGHTS

You have the right to:

**Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure of your personal data.** This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- a. if you want us to establish the data’s accuracy;
- b. where our use of the data is unlawful but you do not want us to erase it;
- c. where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims;
- d. you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

# Terms of use

**Last modified: 23 May 2018**

Welcome to www.CHADD.org operated by Children and Adults with Attention Deficit/Hyperactivity Disorder (CHADD)("Our Site"). To look after your privacy and to keep the content useful, visitors and account holders must follow the rules in this Terms of Use Agreement ("Terms of Use") and our Privacy Notice. By using Our Site, either as a visitor or an account holder, you are deemed to have accepted these Terms of Use and our Privacy Notice.

## 1. About us

CHADD is a member based non-profit organization dedicated to improving the lives of people affected by ADHD.

CHADD is 501 (c)3 non-profit. located at 4601 Presidents Drive, Suite 300, Lanham MD 20706.

## 2. Use of the Site

Your access to and use of Our Site and of any information contained within it is subject to the Terms of Use. By accessing and using Our Site, you accept, without limitation or qualification, the Terms of Use. We reserve the right to change the Terms of Use from time to time without notice, as we deem necessary. We encourage you to review the Terms of Use periodically to check you understand the latest version. Continued use of Our Site is deemed to be your acceptance of any changes to the Terms of Use and if you are not happy with our amended Terms of Use you should stop using the site.

## 3. Medical advice

Our Site's content, or any content on other sites linked to from Our Site, is never a substitute for professional medical advice. Even if another user appears to be a medical professional they are not in a position to undertake a physical examination or understand your full medical history. Therefore, you should always speak to a doctor or other health practitioner about your condition and/or treatment or changes to your condition and/or treatment. In an emergency dial your local or national emergency telephone number ([see a list here](#)). Never delay seeking advice or dialling emergency services because of something that you have read on Our Site.

## 4. Privacy Notice

If you use Our Site it is likely that this will involve sharing personal information. We recommend using anonymous, unique usernames although it's important to understand that any information or experiences you share can carry the risk of revealing your identity to others. It is important that you understand how our data sharing relationships work and what information is shared with our different partners and users. We have set out further information in our Privacy Notice which we encourage you to read. To view our Privacy Notice click [here](#).

Members can choose at any time whether their de-identified healthcare experiences are shared or not shared with our research partners in the "settings" area of your account.

## 5. Non-commercial use by users

The site is for the use of individuals for non-commercial purposes only. To use information gathered from CHADD commercially or to reach CHADD users with commercial interest unless expressly authorized by CHADD is against these terms.

## 6. Acceptable use

You may only use Our Site in accordance with these Terms of Use, in any event, for lawful purposes in compliance with all applicable laws, regulations and codes of practice in the UK or in any other jurisdiction from where you access Our Site. In particular, you agree not to access without authority, interfere with, damage or disrupt:

- any part of Our Site;
- any equipment or network on which Our Site is stored;
- any software used in the provision of Our Site; or
- any equipment or network or software owned or used by any third party.

You may not obtain or attempt to obtain any materials or information from Our Site through any means not intentionally made available to you through Our Site.

## 7. Registration

By registering and or becoming a member of CHADD, you agree that we may provide you with information about Our Site (whether by email or any other medium) that we consider appropriate in accordance with our Privacy Notice. You may opt-out of receiving these materials and notifications in the "settings" area of your account or by writing to or emailing us to inform us that you wish to be removed from our contact list.

When you register initially you will have access to a standard account. If you subsequently wish to become a member of CHADD, which enables access to additional services provided by CHADD, your use of the new account type and additional services may be

subject to additional terms and conditions which will be made available to you as part of the extension process.

In order to register with us and become a member, you will be invited to provide a password, a user-name, and an email. You are entirely responsible for maintaining the confidentiality of your password and account. You will never be required to reveal your full password to any representative of CHADD. If you forget your password, we may ask you to answer a specific question such as your username, date of birth or postcode. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify [katie\\_hadlich@chadd.org](mailto:katie_hadlich@chadd.org) immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for loss or damage incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the express permission of the account holder. If you think that someone else has access to your password you should change it immediately.

## 8. Indemnification

You agree to indemnify, keep indemnified defend and hold harmless CHADD, its officers, directors, employees, agents, suppliers and third party partners from and against all liabilities, losses, expenses, damages and costs, including reasonable legal fees, claims, demands and proceedings whatsoever, howsoever arising, resulting from or in connection with any violation by you of these Terms of Use, including, without limitation, the submission of any inaccurate or incorrect information.

## 9. Third parties and third party websites and links

We also may provide links or references on Our Site to the websites of other companies, charities or other organizations and individuals whether affiliated with us or not. By clicking on these links and accessing these other websites, you will be leaving Our Site. Some of these links are added by users and we are not in a position to verify every link posted on Our Site.

Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

Similarly, Our Site may be accessed through third party links over which we have no control. We make no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third party link does not imply an endorsement or recommendation by Everything Unlocked Limited.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to Our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of Our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the Acceptable Usage standards, outlined in clause 6 of these Terms of Use.

If you wish to link to or make any use of content on Our Site other than that set out above, please [contact us](#).

## 10. Proprietary rights

The entire contents of Our Site are protected by copyright, database rights and other intellectual property rights which are owned by us or our affiliates including health organizations and individuals. The contents of Our Site may not be copied, displayed, downloaded, distributed or republished other than for non-commercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed. Nothing contained herein shall be construed as conferring by implication, estoppels or otherwise any license or right under any patent or trademark of CHADD, or any third party.

## 11. Written communication and notices

When using Our Site, you accept that communication with us will be mainly in electronic format. We will contact you by email or provide you with information by posting notices on Our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you to us, including any complaints that you might have about Our Site, must be given to CHADD or by email to [katie\\_hadlich@chadd.org](mailto:katie_hadlich@chadd.org). We may give notice to you at either the email, telephone number or postal address you provide to us when you become an account holder, or in any of the ways specified in the above paragraph.

## 12. Content and Limitation of Liability

CHADD provides a a technology platform for members and the general public. All views, opinions, and knowledge expressed on the site by members or visitors are the sole

opinions of the member or visitor themselves and are likely to relate to their own specific circumstances which may be different to yours. CHADD and the affiliates we work with make no warranties or representations of any kind as to the accuracy, currency, completeness, reliability, operability, or legality of information or opinions contained or expressed within Our Site. Commentary and other materials posted on Our Site are not intended to amount to advice on which reliance should be placed. We and the affiliates therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to Our Site, by any account holders, or by anyone who may be informed of any of its contents.

Further, Our Site is provided to you free of charge on an "as is" and "as available" basis. You agree that access to and use of Our Site and the content available on Our Site is at your own risk. To the fullest extent permitted by law, Our Site and any individual person connected to Our Site and any party involved in creating, producing or delivering Our Site hereby exclude:

- All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity; and
- Any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use, inability to use, or that results from the use of Our Site or websites linked to Our Site, including, without limitation any liability for loss of income or revenue, loss of business, loss of profit, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

## 14. Waiver

If we fail, at any time during the term of your use of Our Site, to insist upon strict performance of any of your obligations under these terms of use, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms of use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the methods specified above.

## 16. Severability

If any of these terms and conditions or any provisions of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

## 18. Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to access to and your use of Our Site and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## 19. Law and jurisdiction

These terms and conditions and the agreement between you and us will be governed by US law. Any dispute arising from, or related to, these terms and conditions or our agreement shall be subject to the non-exclusive jurisdiction of the courts of the United States of America

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