

# Terms of Use and Copyright Infringement Claims

## Massgeneralbrigham.org Terms of Use

**Last Updated:** June 29, 2020

We, Mass General Brigham Incorporated (“**Mass General Brigham**”) and our affiliates (collectively the “**Affiliates**”), operate this website (the “**Site**”), massgeneralbrigham.org. The Site is intended to provide general information. This Site is not an attempt to practice medicine or provide specific medical advice, nor does use of the site establish a doctor-patient relationship. By using the Site, you agree to these Terms of Use (the “**Terms**”). If you do not agree to the Terms, do not use the Site. You will still be bound by the Terms as they existed when you last used the Site. We reserve the right to make changes to these terms at any time. Please check back from time to time to ensure you are aware of any updates or changes. **THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION – PLEASE READ CAREFULLY.**

## DATA PROTECTION

**Security.** We maintain safeguards intended to protect the integrity and security of the Site. However, we cannot guarantee that the Site will be secure, complete or correct, or that access to the Site will remain uninterrupted.

**Third Party Web Sites; Links.** The Site links to other websites and online services. We have no control over these third parties. We do not endorse their products and services. We are not responsible for the availability, accuracy, or security of these sites.

## RULES OF CONDUCT

**Follow the Law.** While using the Site, you are required to comply with these Terms and all applicable laws, rules and regulations.

**Respect Others.** We also expect users of the Site to respect the rights and dignity of others. Do not use the Site to harass, stalk, threaten or otherwise violate the legal rights of others. Do not impersonate anyone. Do not disrupt the operation of the Site. We reserve the right in our sole discretion to restrict or terminate access that does not comport with these Rules of Conduct and to remove any materials that violate these Terms or which we find objectionable.

**Indemnity.** You agree to defend, indemnify and hold harmless us, and our directors, officers, employees, agents, Affiliates, and representatives, from and against all claims, losses, costs and expenses (including without limitation attorneys' fees) arising out of any violation of these Terms by you.

**Termination.** We may terminate your access to the Site at our sole discretion, at any time, and without prior notice. We may immediately deactivate or delete all related information and files.

## DISCLAIMER AND LIMITATION OF LIABILITY

**Disclaimer.** THE SITE AND ALL OF ITS TEXT, IMAGES, AND SOFTWARE (COLLECTIVELY, "CONTENTS") ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE.

**Limitation of Liability.** We recognize that some laws provide consumers specific rights and remedies and expressly prohibit waiver of these rights. Except with respect to these laws, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to these laws, you waive nominal damages, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney's fees.

## INTELLECTUAL PROPERTY

The Site and its Contents, including all trademarks, service marks, and graphical elements, are our sole property unless otherwise expressly noted and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. The Site and its Contents may also contain third-party names, trademarks, and service marks that are the property of their respective owners. Subject to these Terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the Site solely for your own personal, non-commercial purposes and solely in accordance with these Terms.

This license is terminable at any time, and does not grant you any additional rights to the Site or its Contents. Mass General Brigham reserves all other rights. You may not modify, alter or change any Content, or distribute, publish, transmit, reuse, re-post, reverse engineer, or disassemble the Content or any portion thereof for public or commercial purposes, including, without limitation, the text, images, audio and video.

Your use of any Content, except as provided in these Terms, without our written permission is strictly prohibited.

## DISPUTE RESOLUTION TERMS (PLEASE READ CAREFULLY)

**Choice of Arbitrator and Rules.** Any disputes, claims, and causes of action arising out of or connected with your use of the Site (each, a “Dispute”) must be submitted exclusively to the American Arbitration Association (AAA) to be heard under its Consumer Arbitration Rules. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with these terms, you and we will pick another arbitrator pursuant to 9 U.S. Code § 5.

**Mandatory (Individual) Arbitration.** You agree that any Dispute between us shall be resolved exclusively in individual (non-class) arbitration. The parties intend to be bound to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. An arbitration means there will be no jury, and no judge.

**Scope of Arbitration.** The arbitrator shall exclusively determine all issues as to the Dispute, applying these Terms. The arbitrator shall also determine any question as to whether any Dispute or issue is subject to arbitration. The arbitrator shall not have the power to hear any Dispute as a class action, mass action, or representative action. The arbitrator shall not have any power to issue relief to anyone but You or us.

**Exception to Arbitration (Small Claims Court).** Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

**Choice of Venue (Boston, Massachusetts).** You agree that any Disputes shall be heard exclusively in Boston, Massachusetts unless otherwise agreed to by the Parties or determined by the arbitrator. You consent to jurisdiction in the Commonwealth of Massachusetts for all purposes.

**Choice of Law (Massachusetts).** These Terms and your use of the Site are governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its choice of law provisions. However, any determination as to whether a Dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

**Class Action Waiver.** You agree that any Dispute between us shall be resolved in an individual action. Under no circumstances will you file, seek, or participate in a class action, mass action, or representative action in connection with a Dispute.

**Remedies Available in Arbitration.** The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case, except injunctive relief.

**Injunctive Relief.** The arbitrator may not issue any injunction. If either party in a Dispute seeks injunctive relief, the arbitrator will complete arbitration of the Dispute, issue an award of monetary compensation (if any), and then the party seeking injunctive relief may file a new action in state or federal court in Boston, Massachusetts, solely for injunctive relief. The findings of fact and conclusions of law of the arbitrator shall not be submitted as evidence or constitute precedent in this subsequent suit.

## MISCELLANEOUS

**Notices.** Notices to you may be made via posting to the Site, by email, or by regular mail, in our sole discretion. Notices to us should be made using the contact information below.

**Evidence.** You agree that a printed version of these Terms and of any notice given in electronic form, including by posting to the Site, shall be admissible in judicial or administrative proceedings based upon or relating to these Terms.

**Force Majeure.** We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control.

**Information or Complaints.** If you have any questions, concerns, complaints or suggestions regarding our Website Terms and Conditions or otherwise need to contact us, please email us at [CISPO@partners.org](mailto:CISPO@partners.org), call us at 1-800-856-1983, or contact us by US postal mail at the following address:

Mass General Brigham Incorporated  
399 Revolution Drive  
Somerville, MA 02145  
Attn: Chief Information Security and Privacy Officer

## Claims of Copyright Infringement. Digital Millennium Copyright Act Notice

We respect the intellectual property rights of others and require that our users do the same. If you believe that any content available on our Site or other activity taking place on our Site constitutes infringement of a work protected by copyright (each, a "Work"), then please notify us as follows:

Mass General Brigham Incorporated (formerly Partners HealthCare System, Inc.)  
399 Revolution Drive  
Somerville, MA 02145  
Attn: William Glen Mitchell, Manager of Security Monitoring  
Email: dmca-agent@partners.org  
Tel: 857-282-3515

Your notice must comply with the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**"). Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

We have implemented a repeat infringer policy to address instances in which a particular user is subject to multiple DMCA notifications (the "**Repeat Infringer Policy**"). If we determine that a user has violated our Repeat Infringer Policy, then we may take, in our sole discretion, any number of steps including, but not limited to, issuing warnings to the applicable user, suspending or terminating that user's account, and any other interim measures that we deem appropriate.

## CHANGES

**Changes to the Site.** We may modify or discontinue the Site and its Contents at any time, in our sole discretion.

**Changes to the Terms.** We may change these Terms at any time. We will provide reasonable notice, by posting a revised version of these Terms through the Site. By continuing to use the Site, you agree to the new Terms.