



## Terms of Use

### Introduction

The website [www.mo-pca.org](http://www.mo-pca.org) (the “Site”) is owned and operated by Missouri Primary Care Association (“MPCA,” “we,” or “us”). The Site provides resources and information regarding community health centers in Missouri and beyond (the “Resources”).

The Terms and Conditions of Use Agreement (“Terms”) and the Privacy Policy constitute a binding agreement between you and MPCA. Please read carefully through all sections of these Terms. Your access to and use of the Site is subject to these Terms and all applicable laws, and MPCA reserves the right to terminate your access to the Site if you violate these Terms. In addition to these Terms, your use of certain Resources may be governed by additional agreements. By accessing and/or otherwise using the Site, you agree to be bound by these Terms. If you do not agree to these Terms, then you may not use the Site. These Terms may be changed by us from time to time without notice to you, and the governing version will be posted on the Site. Please review the posted terms on a regular basis as your use of the Site will be governed by the then-current Terms and Privacy Policy.

### MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER

These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or the Resources will be resolved by binding, individual arbitration, and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator’s decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. For more details, see below.

#### 1. Accessing the Site

We reserve the right to withdraw or amend this Site, as well as any Resources or Materials (defined below) that we provide on the Site, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the Site, or the entire Site, to any and all users, including registered users.

You are responsible for both: (a) making all arrangements necessary for you to have access to the Site; and (b) ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

We use cookies and other technologies to collect information on your use of the Site, such as pages visited, links clicked, non-sensitive information entered, and mouse movements. This information enables us to build and maintain our service based on user feedback. We also collect information more commonly collected such as the referring URL, browser, operating system, and Internet Protocol ("IP") address.

## 2. User Registration

You may be required to register in order to access certain features of the Site. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete, and that you have the authority to provide such information to us.

If you are required to register, you will choose, or be assigned, login information through the Site's registration process. If you choose, or are provided with, such login information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your login information. You are responsible for all activities and purchases (whether by you or by others) that occur under your login information. You agree to notify us immediately of any unauthorized access to or use of your login information or any other breach of security. You also agree to ensure that you sign out of or exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your login information or other personal information. MPCA cannot and will not be liable for any loss or damage arising from your failure to keep your account information protected.

We have the right to disable any login information, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

By registering for an account or other log in on the Site, you assert that your information is true and accurate to the best of your knowledge. You agree not to submit false information such as name, address, state or country of residence, email, social media addresses, and/or telephone number when registering on the Site. By registering with the Site, you consent to receive periodic communication from MPCA and its affiliates, employees, agents, representatives, and any third-party service provider of MPCA regarding your inquiry and/or obtaining the Resources. For more information on how MPCA may use the

information you provide during registration or otherwise provide to MPCA, please see the Privacy Policy.

### 3. Proprietary Rights

Unless otherwise specified in these Terms, all information and screens appearing on this Site are the sole property of MPCA, its subsidiaries or affiliates, or other third parties who have granted rights to us to use such information and screens. We provide content through the Site that is copyrighted or contains protectable trademarks of MPCA or our third-party licensors and suppliers (collectively, the “Materials”). Materials may include documents, services, software, site design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof.

If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

### 4. Your Content and Communications to the Site

Except to the extent your content or communications to MPCA include Personally Identifiable Information (defined in the Privacy Policy), by forwarding any content or communications to us through the Site or by other electronic means, you thereby grant MPCA a perpetual, royalty-free, fully paid-up, world-wide, irrevocable, non-exclusive, freely transferable, and freely sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Resources and any purpose tangentially related to the Resources. No compensation will be paid to you with respect to MPCA’s or its sublicensees’ use of your content or communications. By providing or submitting content and/or communications, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this section including, without limitation, all the rights necessary for you to submit the content and communications and grant the license above.

### 5. Electronic Communications

By using the Site and/or the Resources, you consent to receiving electronic communications, such as emails and electronic notices, from us. These electronic communications may include notices about transactional information and other information concerning or related to the Site and/or Materials. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## 6. Permitted Uses

By accessing or using the Site, you agree that:

- Your use of the Site is subject to and governed by these Terms.
- You will only access or use the Site and transact business with us if you are at least eighteen (18) years old.
- You will use the Site solely for its Resources offered in the normal course of business.
- You will always act in accordance with the law and custom and will act in good faith.
- You will comply with and be bound by these Terms as they appear on the Site each time you access and use the Site.
- Each use of the Site by you indicates and confirms your agreement to be bound by these Terms.
- These Terms are a legally binding agreement between you and us that will be enforceable against you.

## 7. Prohibited Uses

The following activities are expressly prohibited from the Site:

- Accessing the Site by means of automated process, spiders, bots, or similar device.
- Attempting to gain unauthorized access to our network services.
- Changing or altering the Site or content or Resources that may appear on the Site.
- Collecting personal information of other users of the Site without that user's consent.
- Diluting or depreciating our or any of our affiliates' name and reputation.
- Engaging in activity including unauthorized advertisements, unauthorized promotions, or unauthorized solicitation of other users of the Site.
- Engaging in activity that compromises the Site. Such activity may include, without limitation, hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, or introducing malware.
- Engaging in activity, which is in any way unlawful or prohibited, or which is harmful or destructive to anyone or their property.

- Engaging in any activity designed to impede the use of the Site by other users, including overloading and flooding.
- Framing or deep linking into the Site.
- Harvesting email addresses from the Site.
- Impairing or limiting our ability to operate the Site or any other person's ability to access and use the Site.
- Impairing, in any way, the integrity or operation of the Site.
- Interfering with or induces a breach of the contractual relationships between us and our employees, affiliates, suppliers, contractors, or partners.
- Interfering with our network services.
- Posting false, misleading, or fraudulent statements or content.
- Submitting, transmitting, uploading, or using any offensive content, including, without limitation, abusive, defamatory, discriminatory, harassing, hateful, libelous, offensive, obscene, sexually explicit, threatening, violent, or otherwise objectionable actions, content, images, language, messages, references, or statements.
- Suggesting an express or implied affiliation or relationship with us without our express written permission.
- Transmitting any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications.
- Transmitting any harmful or disabling computer codes or viruses.
- Transmitting or uploading content or images that infringes upon any third-party's intellectual property rights or right to privacy.
- Transmitting unsolicited email to the Site or to anyone whose email address includes the domain name of the Site.
- Unlawfully impersonating or otherwise misrepresenting your affiliation with any person or entity.
- Unlawfully transmitting or uploading any confidential, proprietary, or trade secret information.

This list of prohibited activities provides examples and is not complete or exclusive. MPCA has no obligation, but maintains the right to monitor the Site. We reserve the right to terminate access to your account and your ability to use this Site (or the Materials) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to this Site or to any other user of this Site and/or Materials. We may report to law enforcement authorities any actions that may be illegal and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Site, to protect MPCA and/or our Site users, or for any other purpose that the law permits.

#### 8. Information Posted on Site

The information presented on or through the Site is made available solely for general information purposes. The information provided does not constitute counseling, professional, financial, legal, tax, or accounting advice or counsel of any nature. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and any responsibility arising from any reliance placed on such materials by you, any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of MPCA. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

We may make changes to the content available on the Site at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Site. Although we are not obligated to, we will make commercially reasonable efforts to notify you of any material changes to these Terms. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below.

#### 9. Network Security

It is your responsibility to ensure the security of your network and the equipment that connects to the Site, the Resources, and the Materials. You are required to take all necessary steps to secure and manage the use of the Site in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

You shall take all commercially reasonable measures to configure and secure your network to prevent unauthorized access to your systems and/or the MPCA network. Failing to secure your system against abuse or fraudulent activity is a violation of these Terms. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Site. You will be responsible if unknown third parties utilize the Site at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior, or engaging in any type of fraudulent conduct.

#### 10. Web Hosting and Data Center Hosting Surveillance

MPCA may perform routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although MPCA will not, as an ordinary practice, proactively monitor your activities for violations of the Terms, there may be instances in which MPCA, through its surveillance, finds violations of Terms. In these cases, MPCA reserves the right to take whatever action it deems appropriate in its sole discretion.

#### 11. Federal and State Laws

The Site is operated from the U.S. and is intended for U.S. residents only. The Site is not approved for distribution outside of the U.S., and non-U.S. residents should not rely or act upon the information contained within. When using the Site, or when using any content provided by us, you must obey all applicable U.S. federal, state, and local laws, regulations, and rules.

#### 12. Disclaimer of Warranties

Your use of this Site is at your own risk. The Materials have not been verified or authenticated in whole or in part by us, and they may include inaccuracies or typographical or other errors. We do not warrant that the Materials contained on this Site are accurate, complete, current, error-free, reliable, or timely. We have no liability for any errors or omissions in the Site or the Materials, whether provided by us, our licensors or suppliers, or other users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITE, THE INFORMATION AND RESOURCES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED "AS IS"

AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR RESOURCES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

BY PROVIDING THE RESOURCES ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE RESOURCES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

### 13. Limitation of Liability

WE CANNOT GUARANTEE THE SITE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME, BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE A RELIABLE WEBSITE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE ARE UNAVOIDABLE, AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF MPCA AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITE, THE MATERIALS, AND ANY CONTENT OR RESOURCES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 14. Indemnification

You agree to indemnify, defend, and hold harmless MPCA and its affiliates, employees, agents, representatives, and third-party service providers, from and against any and all



claims, demands, actions, liability, fines, penalties, and expenses that may arise from any of your acts through the use of the Site. Such acts may include but are not limited to: (a) providing content to or communicating with us or our Affiliates; (b) unauthorized use of material obtained through the Site; (c) engaging in a prohibited activity; or (d) any other action that breaches these Terms.

#### 15. Injunctive Relief

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies provided herein, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Missouri. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of

#### 16. Arbitration and Venue

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the “Questions” section below.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and otherwise set forth herein, you hereby agree that either you or we may require any dispute, claim, or cause of action (“Claim”) between you and us or any third parties arising out of use of the Site, the Resources, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

**THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT: (A) YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; (B) EXCEPT AS OTHERWISE PROVIDED HEREIN, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (C) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.**

You and we agree that your use of the Resources involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (i) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (ii) the applicable statutes of limitations; and (iii) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (1) making written demand for arbitration upon the other party; (2) initiating arbitration against the other party; or (3) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the

arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any Claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Resources, and any other actions with us.

**You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [info@mo-pca.org](mailto:info@mo-pca.org) and including in the subject line "Rejection of Arbitration Provision."**

#### 17. Third Party Links

This Site may link to other websites that are not sites controlled or operated by MPCA (collectively, "Third-Party Sites"). Such Third-Party Sites are maintained by persons or organizations over which MPCA exercises no control. MPCA expressly disclaims any

responsibility for the content or results from your use of such Third-Party Sites. Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account. In certain situations, you may be transferred to a Third-Party Site through a link, but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than MPCA, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. We do not verify, make any representations, or take responsibility for any such Third-Party Sites, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, or organization of any third

## 18. Copyright Complaints

MPCA respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide MPCA's copyright agent (using the contact information provided below) with the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- Description of the copyrighted work that you claim has been infringed.
- The location on the Site of the material that you claim is infringing.
- Your address, telephone number and e-mail address.
- A statement that your claim of infringement is based on a good faith belief.
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

MPCA's copyright agent for notice of claims of copyright infringement on the Site can be reached as follows:

Missouri Primary Care Association

3325 Emerald Lane, Ste B

Jefferson City, MO 65109

[info@mo-pca.org](mailto:info@mo-pca.org)

## 19. Miscellaneous Provisions

**Severability.** If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction, and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.

**Governing Law and Venue.** It is understood and agreed that all the construction and interpretation of these Terms and the relationship between the parties shall at all times and in all respects be governed by the internal laws of the State of Missouri, without giving effect to the conflict of laws provisions thereof. If you reject the arbitration provision herein, then venue of any action brought to enforce or relating to these Terms or arising out of the relationship between the parties shall be brought exclusively in the courts of Jefferson City, Missouri.

**Assignment.** We may freely assign our obligations and rights under these Terms, including all personal information in our possession that we have collected during your use of the Site as further described in our Privacy Policy.

**No Waiver.** No failure, omission, or delay on the part of MPCA in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.

**Typographical Errors.** Information on the Site may contain technical inaccuracies or typographical errors. We attempt to make the Site's postings as accurate as possible, but we do not warrant the content of the Site is accurate, complete, reliable, current, or error-free.

**Headings.** Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

## 20. Questions

If you have any questions or comments about these Terms or this Site, please contact us by email at [info@mo-pca.org](mailto:info@mo-pca.org).