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## **Who May Use The Genomind Mental Health Map?**

The Genomind Mental Health Map is offered and available to users who reside in the United States or any of its territories. By using the Genomind Mental Health Map, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Genomind Mental Health Map.

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You may use the Genomind Mental Health Map only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Genomind Mental Health Map:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- As a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”).
- To impersonate or attempt to impersonate any other person (including, without limitation, by using e-mail addresses associated with any other person).
- To engage in any other conduct that restricts or inhibits anyone's use of the Genomind Mental Health Map, or which, as determined by us, may harm the Company or users of the Genomind Mental Health Map or expose them to liability.

Additionally, you agree not to:

- Use the Genomind Mental Health Map in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the Genomind Mental Health Map, including their ability to engage in real time activities through the Genomind Mental Health Map.
- Use any robot, spider or other automatic device, process or means to access the Genomind Mental Health Map for any purpose, including monitoring or copying any of the material on the Genomind Mental Health Map.
- Use any manual process to monitor or copy any of the material on the Genomind Mental Health Map or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Genomind Mental Health Map.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Genomind Mental Health Map, the server on which the Genomind Mental Health Map is stored, or any server, computer or database connected to the Genomind Mental Health Map.
- Otherwise attempt to interfere with the proper working of the Genomind Mental Health Map.

## Health Care Disclaimer

Nothing in the Genomind Mental Health Map content or related products and services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. The Genomind Mental Health Map and its related products and services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. We do not represent or warrant that any of the products or services offered through the Genomind Mental Health Map or the [www.genomind.com](http://www.genomind.com) website are safe, appropriate or effective for you. We advise you to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions.

***If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the United States and are experiencing a medical emergency, please go to the Emergency Department of a local hospital or dial 911.***

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We may update the content in the Genomind Mental Health Map from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Genomind Mental Health Map may be out of date at any given time, and we are under no obligation to update such material.

## Security

The Genomind Mental Health Map is accessed through a secure, password-protected web site. The security of any data you submit via the Genomind Mental Health Map is very important to us. This website uses encryption technology, and we regularly review our security practices to help ensure that your data is maintained securely.

- Password rules are in place to help ensure password confidentiality.
- Vulnerability assessments are performed regularly.
- Our staff access is limited based on their role at the Company.
- All access is logged and monitored.

However, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. Consequently, we can make no guarantee as to confidentiality or security. By using the Genomind Mental Health Map, you hereby expressly assume all risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information transmitted in connection with the use of the Genomind Mental Health Map.

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Use of the Genomind Mental Health Map is subject to our [Privacy Policy](#). In using the Genomind Mental Health Map, you may have the option to review and agree to an Informed Consent and Authorization for Disclosure of Protected Health Information For Research Purposes (the “Informed Consent and Authorization”) in order provide more detailed information about yourself or your minor child. To the extent there is any conflict as among the Privacy Policy, these Terms and Conditions and the Informed Consent and Authorization, the Informed Consent and Authorization shall control (provided you have consented to such Informed Consent and Authorization).

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## **User Login and Password**

Your user name and password should be kept confidential. Failure to do so may also compromise the confidentiality of your information. When using the Genomind Mental Health Map, you agree that you shall: (1) keep your user ID and account password strictly confidential; and (2) promptly notify us of any unauthorized use of your account or password.

## **Deactivation of Account**

We reserve the right to modify, deactivate or terminate your Genomind Mental Health Map account at any time, for any reason without notice. Without limiting the foregoing, failure to abide by these Terms and Conditions may result in deactivation of your account. For security reasons, your account also may be automatically deactivated after a number of consecutive failed login attempts or after a period of account inactivity. Please email [customerservice@genomind.com](mailto:customerservice@genomind.com) for assistance in re-establishing your account. You may request that your account be deactivated at any time.

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## **Indemnification**

You agree to indemnify the Company and any of our successors, assigns or licensees, together with our and their respective officers, directors, employees and agents, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney's fees and costs

and all other fees and costs of defense) arising out of (1) a claim by a third party relating to your use of the Genomind Mental Health Map and any products or services related to or obtained through the Genomind Mental Health Map, or (2) your breach or violation of these Terms and Conditions.

## **General Legal Terms**

### Entire Agreement

These Terms and Conditions set forth the entire understanding and agreement between us and you with respect to your use of the Genomind Mental Health Map.

### Governing Law and Limit on Claims

You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms and Conditions, and any dispute that might arise with respect thereto between you and the Company or our or their officers, directors, employees or agents. You expressly and irrevocably agree that exclusive venue and jurisdiction for any such dispute shall be in the state courts of Montgomery County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania, and you further expressly and irrevocably consent to the exercise of personal jurisdiction in such courts in connection with any such dispute. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE GENOMIND MENTAL HEALTH MAP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### Assignment, Waiver and Severability

You agree that these Terms and Conditions may be assigned by us, in our sole and absolute discretion, to a third party in the event of a merger, acquisition or liquidation.

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to a subsequent or similar breach.

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as modified, will remain in full force and effect.



## Contacting Us

If you have any questions about the Terms and Conditions, the practices of the Genomind Mental Health Map, or your dealing with Genomind, you may contact us at: [mhmsupport@genomind.com](mailto:mhmsupport@genomind.com).

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