

## **Terms of Use**

Please read these terms of use ("terms of use", "agreement") carefully before using The Society of Indian Psychology (SIP) website at <https://www.nativepsychs.org/> ("website", "service") operated by SIP Webmaster ("us", "we", "our").

## **Conditions of Use**

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the website accordingly. SIP only grants use and access to this website, its products, and its services to those who have accepted its terms.

## **Privacy Policy**

Before you continue using our website, we advise you to read our 2025 privacy policy found on our website regarding our user data collection. The privacy policy outlines how your data is collected, used, and shared in compliance with relevant privacy laws, including the General Data Protection Regulation (GDPR) if applicable, the California Consumer Privacy Act (CCPA), and other relevant data protection laws. It will help you better understand our data practices.

## **Age Restriction**

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. SIP assumes no responsibility for liabilities related to age misrepresentation. If you are under the age of 18, you are prohibited from accessing this website.

## **Intellectual Property**

You agree that all materials, products, and services provided on this website are the property of SIP, its affiliates, directors, officers, employees, agents, suppliers, or licensors, including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce, modify, redistribute, or otherwise use any of SIP's intellectual property in any way, including electronic, digital, or through new trademark registrations, without express written permission from SIP.

For issues regarding intellectual property claims, you should contact SIP directly to address them in a collaborative manner.

## **Updates to Terms of Use**

SIP reserves the right to modify or update these Terms of Use at any time. All updates will be posted on this page with the updated "Effective Date." Users will be notified of significant changes by email or by other means available through the website. Continuing to use the website after the changes have been posted constitutes acceptance of the modified terms.

## **Effective Date**

This agreement is effective as of February 12, 2025, and supersedes all prior agreements regarding the use of this website.

## **Applicable Law**

By visiting this website, you agree that the laws of the United States, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might arise between SIP and you, or its business partners and associates.

If applicable, the laws of your jurisdiction (including international data protection laws such as GDPR if you are located in the European Union) may also apply to your use of this website and the processing of your personal data.

## **Disputes**

Any dispute related in any way to your visit to this website or to products you purchase from us shall be resolved through binding arbitration under the rules of the American Arbitration Association or other applicable arbitration body. You consent to exclusive jurisdiction and venue of courts located in the United States for any disputes not subject to arbitration.

## **Indemnification**

You agree to indemnify SIP and its affiliates, directors, officers, employees, agents, and suppliers from any legal claims and demands that may arise from your use or misuse of our services, or your violation of these terms. We reserve the right to select our own legal counsel to defend against such claims.

## **Limitation on Liability**

SIP shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of this website, including but not limited to data loss, business interruption, or other damages, even if SIP has been advised of the possibility of such damages.

The website is provided "as is," without any warranties, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **User-Generated Content**

If you submit any content, including but not limited to comments, feedback, or posts, to our website or services, you grant SIP a non-exclusive, royalty-free, perpetual, irrevocable license to use, modify, distribute, and publish the content across all media. You are solely responsible for the content you submit and agree not to submit content that violates intellectual property rights or contains defamatory, harmful, or illegal materials.

## **Online Content Use and Data Protection**

SIP is committed to complying with data protection regulations and respecting intellectual property rights. We request that all users comply with the applicable laws when using our website, particularly when publishing data or content. In particular, you must not engage in activities that breach the Computer Fraud and Abuse Act (CFAA), Digital Millennium Copyright Act (DMCA), or other similar regulations.

## **Online Use in Indian Country or Native American Reservations**

If you are accessing or using this website from Indian Country, including Native American reservations or tribal lands, you acknowledge that your use of this website may be subject to specific laws, regulations, and customs that govern activities on such lands. These laws may differ from federal and state laws and can include tribal sovereignty principles, restrictions on commercial activities, data privacy considerations, and regulations unique to Native American jurisdictions.

By using this website, you agree to comply with any applicable tribal laws that govern online behavior, content, or the exchange of information, as well as any requirements set forth by the relevant tribal authorities. SIP does not claim to be subject to the jurisdiction of any particular tribal government, and you are responsible for ensuring that your use of this website does not conflict with the laws of the tribe or tribal entity from which you access the site.

In cases of dispute, you may be required to resolve any issues in a tribal court or as dictated by tribal law, where applicable. SIP reserves the right to cooperate with tribal authorities as necessary in cases where a breach of tribal law or other legal violations are reported.