



Terms of Use

The short version:

In her capacity as author and moderator of this website Dr. Milliken is not engaged in rendering professional advice or services to the individual reader. The ideas, procedures, and suggestions on this website are not intended as a substitute for consulting with a coach, mental health or medical professional. All matters regarding health require supervision by a licensed professional. Dr. Milliken shall not be be liable or responsible for any loss or damage allegedly arising from any information or suggestions on this website.

THE REST OF THE TERMS:

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING OUR WEBSITE

This page states the "Terms of Use" under which you may use this website, which is an interactive on-line service operated by Your ADHD Life ("us"), consisting of information services and content provided by us and other third parties (the "Site"). These Terms of Use include the Site Privacy Policy and form a binding agreement between you and Your ADHD Life. Your access to or use of the Site indicates your acceptance of these Terms of Use.

1. **Acceptable Use.** This Site is intended to provide users with general information. We do not recommend or endorse any specific professionals, tests, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by us, our employees, others appearing on Site at our invitation or other visitors to the Site is solely at your own risk. Your use of the Site is a privilege.
2. **Rules of Conduct.** We are the sole interpreter of the Site rules of conduct described in these Terms of Use. Users who violate these rules may have their access and use of the Site suspended or terminated at our discretion. We may at any time take any action with regard to user materials that we deem in our sole discretion to be necessary or appropriate.

1. Posting Rules.

1. Materials you post to the Site may not contain: (1) URLs or links to web sites that compete with the Site; (2) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (3) trade secrets (unless you own them or have the owner's permission to post them); (4) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (5) anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (6) anything that is embarrassing or offensive to another person, group or entity.
2. You may not use your Materials to: (1) impersonate another person, living or dead; (2) post false, inaccurate or misleading information; (3) except as provided in your directories of you own services, post advertisements or solicitations of business (including, but not limited to, franchises, "club memberships," distributorships, or anything requiring a monetary investment, including a request for payment to obtain job listings); (4) post chain letters or pyramid schemes; or (5) post opinions or notices, commercial or otherwise.
3. Materials that encourage our users to "email for more details" are not permitted. Materials from any third party charging a fee are not permitted.
4. We are under no obligation to monitor the materials posted on the Site by users, but we may monitor materials at random. Any materials we find in our discretion to violate these Terms of Use may be removed. If we are notified by a user that any user materials on the Site violate these rules, we may investigate and determine in good faith whether we agree with such allegation, in

which case we may remove or request the removal of user materials. We are not required to make any such investigation or to remove any user materials, and we will not be liable to any user for taking or not taking such actions.

2. Conduct Rules:

1. You may not respond to postings by other users in any manner or for any purpose other than that which is expected. Responses soliciting business are prohibited.
2. You may not send (or encourage or help others to send) unsolicited commercial email to our users.
3. Report inappropriate postings or conduct to Admin@YourADHDLife.com.
4. You may not delete or revise any material posted by any other person or entity.
5. Any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Site is prohibited.
6. We are under no obligation to monitor the conduct of our users, but we may investigate and respond when violations are reported.

3. Security Rules:

1. Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (1) accessing data not intended for such user or logging into a server or account which the user is not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; (4) sending unsolicited e-mail, including promotions and/or advertising of products or services; (5) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
2. Violation of these Security Rules may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

3. Rights Reserved.

1. We hereby grant you a limited, terminable, non-exclusive right to access and use the Site only for your personal use. This authorizes you to view and download a single copy of the material on the Site solely for your personal, noncommercial use. You must include the following notice in any downloaded materials: a) "Copyright Your ADHD Life. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Your ADHD Life"
2. Except as expressly stated in these Terms of Use, we reserve all rights to all materials on the Site, including, without limitation, written content, geographical and design elements (including the Site's "look and feel"), and service marks and trademarks. By submitting material to any area of the Site, you automatically grant, or warrant that the owner of such material has expressly granted, to us the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You may not sell, transfer or assign any products or services or your rights to any products or services provided by us to any third party without our express written authorization. You may not copy, modify, alter, or excerpt (or encourage or help others to copy, modify, alter, or excerpt) the Site materials. You may not use (or encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law. You acknowledge and agree that these Terms of Use in no way convey any right, title or interest to you in any materials on the Site, including, without limitation, any statutory or common law copyright, patent or other intellectual property right in such materials.

4. Disclaimer.

1. a) We make no representations or warranties whatsoever regarding the Site and any materials on the Site. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SERVICE OR ELSEWHERE, THE SITE IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTY OF MERCHANTABILITY. WE MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SITE. WE MAKE NO WARRANTY THAT THE SITE'S SERVICE WILL BE UNINTERRUPTED, THE SITE'S FUNCTIONS SHALL BE ERROR-FREE OR, THAT THE SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
2. The Site is not intended to be a substitute for professional advice. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content. Never disregard professional advice, including medical advice, or delay in seeking it, because of something you have read on this Site.
3. You are solely responsible for the content of any posting you make to the Site and any consequences arising from such posting. We assume no responsibility for materials posted by our users or any other actions, conduct or omissions of our users. We act as a service provider for users to distribute and publish their materials. We do not undertake responsibility for screening or monitoring our users' materials.
4. Our contributors who post materials to our Site are not employed by us or Your ADHD Life. Each contributor is solely responsible for their content. We do not undertake responsibility for screening or monitoring our contributors' materials. The opinions expressed by the contributors are their own and are not our opinions or endorsed by us.
5. Further, we explicitly disclaim any responsibility for the accuracy, content or availability of information found on a site that links to or from the Site (a "third-party site"). We may offer links to, or incorporate into the Site, third-party sites that offer various products and/or services. We cannot ensure that users will be satisfied with any products or services that are purchased from such a third-party site, since such sites are owned and operated by others. We do not endorse any of such products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information contained in any third party sites. We do not make any representations or warranties as to the security of any information (including credit card and other personal information) users might be requested to give a third-party site. We strongly encourage users to make their own investigation of third-party sites before proceeding with any transaction with such third parties.
6. We do not endorse, and nothing on the Site shall be deemed to be an endorsement, representation or warranty of, any third party (including our directory members, users, authors and bloggers), whether in relation to such third party's products, services, websites, experience or background or otherwise. We do not make any representations or warranties with regard to any materials posted by our users, authors or contributors.
7. Your use of the Site, the Internet, any materials you post or access via our Site and your conduct online or offline are at your own risk.

5. **Indemnification.** You shall indemnify and defend us, and our officers, employees, consultants and trainers against any costs, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, judgments, settlements and damages (including all damages awarded to third parties payable by us, but in all cases only our direct damages) arising out of, or related to, your use of the Site, any materials posted to the Site or provided to other users by you or any violation of these Terms of Use.

6. Limitation of Liability.

1. NEITHER WE, NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ("NON-DIRECT DAMAGES"), OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH

THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE LIABILITY OF US AND ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TO YOU OR TO ANY OTHER PERSON FOR DIRECT DAMAGES SHALL BE LIMITED TO THE GREATER OF US\$100 OR THE FEES PAID BY YOU FOR OUR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENTS THAT GIVE RISE TO YOUR FIRST CLAIM AGAINST US FOR DAMAGES.
3. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NON-DIRECT DAMAGES, THE LIMITATIONS IN PARAGRAPH (A) ABOVE MAY NOT APPLY TO YOU, BUT IN SUCH CASE, THE LIMITATIONS IN PARAGRAPH (B) SHALL APPLY TO BOTH DIRECT AND NON-DIRECT DAMAGES.

7. **Copyrights and Copyright Agent.** We respect the rights of all copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512.

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact the complaining party.
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
7. Send your notice of claims of copyright infringement on or regarding this site to us:

Your ADHD Life

66 Torrey St

Portland, ME 04103

Attn: Copyright Agent

8. **Governing Law and Jurisdiction/Waiver of Jury Trial.** These Terms of Use and any claim or dispute arising out of, relating to or in connection with these Terms of Use or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflicts of law principles. Each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with the transaction contemplated hereby or disputes relating hereto may be brought only in United States District Court for Delaware, or if such court does not have jurisdiction, in the courts of the State of Delaware and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action, suit or proceeding. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING UNDER, RELATING TO OR IN CONNECTION WITH THESE TERMS OF USE.

9. **Notices.** You shall send notices to us by mail or by email to our contact information listed below and addressed to the attention of LEGAL. Notices to you will be sent by mail or by email to the addresses you provide when registering. Notices shall be deemed given on the day actually received by recipient, if received as provided in this paragraph before 5pm on a business day in the recipient's location. Notices received after 5pm or on a non-business day shall be deemed received on the next business day.

10. **Amendment.** We may change these Terms of Use, including the Site Privacy Policy, at any time. We will post notification of changes on the Site and e-mail them to registered users. Your continued use of the Site after the posting on the Site of any changes (whether or not you have also received notice by email) indicates your acceptance of such changes.
11. **General.** We and you are independent contractors of each other. Neither party shall be deemed in default for failure to comply with any provision hereof, if such failure results from acts or events beyond its reasonable control, other than payment of money. If any provision of these Terms of Use is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision. All provisions of these Terms of Use, except provisions that grant you access to or use of the Site, shall survive the termination of the agreement between us and you. These Terms of Use shall be binding upon the parties, their legal representatives, successors and permitted assigns, but may not be assigned by you. Except as may be expressly stated in any other written agreement signed by you and us, these Terms of Use, including the Site Privacy Policy (as amended from time to time by us as provided in these Terms of Use) contain the entire understanding between you and us and supersede any prior agreement between you and us, whether written or oral.

Privacy Policy

We take your privacy seriously. We only ask you to provide information that we need in order to deliver the service or information you have requested.

1. Information We Collect

- a) At this website, your personally identifiable information is collected from you when you use the website to perform certain tasks, such as:
- 1) When you post or comment on an article or blog post or send email to us (such as your name and email address).
 - 2) When you subscribe to a publication (such as your name and address).
 - 3) When you purchase something from us. Your payment information is submitted directly to the credit card processor, who is responsible for its use and security..
 - 4) When you open an email communication from us in your email program, we may use a software technology called "web beacons" that to let us know which emails have been opened by the recipients. This allows us to know how well customers respond to certain communications and the effectiveness of our marketing campaigns.
- b) In addition, like most sites, we maintain logs of site usage for purposes such as to evaluate our users' interest level in areas of the website, which and how many pages they look at, how long they stay on the website, and what Web browsers are used. This data is tracked in aggregate form, not at an individual user level, and is not uniquely identifying. The aggregate level data may be shared with third parties and the public.

2. **Our Use of Your Information.** We only use information we collect to provide you the services on our website that you request.

- a) We share information with third parties only when needed to deliver to you products or services that you request. For example, we share information from those who purchase something from us with the credit card payment processing company. Some professionals wishing to list their services may have the information provided used to check with state licensing boards. Otherwise, we do not share or sell any personally identifiable information about website visitors.
- b) We may use a software technology called "cookies" to create a personalized Web experience for our

users. Cookies cannot be used to find your name, email address, or anything that is uniquely identifying about you, unless you provide that information. We use cookies for those applications that require us to keep track of information to customize results. If you don't have your browser set to accept cookies, certain areas of the website may not function properly.

c) We may use third-party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address email address or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, [click here](#) (link is external).

d) When you click on links and/or ad banners that take you to third-party websites, the third party may collect information about you at their Web site. The third party may have its own privacy policies that differ from ours. We encourage you to read the posted privacy statement whenever interacting with any website you visit.

3. Your Posted Materials. The materials you post on the website, such as reviews and comments, are made available to be seen and read by other users of the website. No such materials are treated confidentially. We will remove your materials from the website at your request, but we cannot give any assurances that such materials are not still available from servers maintained by others (such as search engines or proxy servers) or that others have not already downloaded and stored such materials.

4. Marketing Lists. From time to time, we may obtain lists of people who may be interested in our products and services from third-party marketing list suppliers. We use these lists to send direct marketing promotions by mail or by email. We do our best to obtain these lists only from suppliers who collect their lists in compliance with applicable law, but we are not responsible for the conduct and policies of these suppliers. Please note that even if you are a registered customer of ours and have asked us not to use the information you provided to us to send you promotional material, a third-party marketing list supplier may still provide us with your name and address. As a result, you may receive the promotional material sent by us to others on the supplier's list. If you have received a promotion from us and do not wish to receive future promotions, please contact us via our [contact page](#).

5. Limitations. Though we make every effort to preserve your privacy, we cannot guarantee your privacy. Further, we may disclose personal information when required by law or where we have a good-faith belief that such action is necessary to comply with a judicial proceeding, a court order or legal process served on us. We may also disclose personal information in cooperation with a law enforcement request.

6. Amendment. We reserve the right to change this policy in accordance with the amendment policy in the website's Terms of Use.