

FACTMS SHARE YOUR STORY

TERMS AND CONDITIONS

Thank you for your willingness to share your story with the Foundation for the Advancement of Clinical Transcranial Magnetic Stimulation (“FACTMS”). Your personal experiences can help raise awareness, support research, and provide hope to others in our community. Before submitting your story, please carefully read and agree to the following terms.

Consent to Use Your Story

By submitting your story, you grant FACTMS a perpetual, royalty-free, worldwide, non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display your story, name, likeness, photograph(s), video(s), and any other materials you provide (collectively, “Your Content”) in any media or format now known or later developed, including but not limited to: (1) the FACTMS website (factms.org) and any affiliated websites; (2) social media platforms (including Facebook, Instagram, X/Twitter, LinkedIn, YouTube, and others); (3) newsletters, email communications, and printed materials; (4) press releases, media interviews, and public relations activities; (5) fundraising campaigns and donor communications; (6) educational and awareness programs; and (7) advocacy efforts with legislators, policymakers, and other stakeholders.

Editing and Modifications

You understand and agree that FACTMS may edit, condense, or modify Your Content for clarity, length, grammar, or to fit the format of a particular medium, provided that such edits do not materially alter the meaning or intent of your story. FACTMS will make reasonable efforts to maintain the integrity and authenticity of your story.

Your Representations and Warranties

By submitting Your Content, you represent and warrant that:

- You are at least 18 years of age;
- Your story is truthful and accurate to the best of your knowledge;
- You own or have obtained all necessary rights, permissions, and consents to share Your Content and to grant the rights described herein;
- If your story includes information about other individuals, you have obtained their consent to include them in Your Content; and
- Your Content does not violate or infringe upon the rights of any third party, including privacy, publicity, intellectual property, or other personal or proprietary rights.

Privacy and Personal Information

You acknowledge that by sharing your story publicly, certain personal information, such as your name, location, photograph, and health-related experiences, may become publicly available. Please carefully consider what information you wish to share. You may request to use a pseudonym or remain anonymous, and FACTMS will make reasonable efforts to honor such requests where feasible. FACTMS will collect and use your personal information in accordance with our Privacy Policy, available at [PRIVACY POLICY](#). While FACTMS takes the privacy and security of your information seriously, please be aware that FACTMS is not a healthcare provider or other entity subject to the Health Insurance Portability and Accountability Act (HIPAA), and information you submit through this form is not protected health information under HIPAA.

Withdrawal of Consent

You may withdraw your consent and request removal of Your Content at any time by contacting FACTMS at info@factms.org. FACTMS will make commercially reasonable efforts to remove Your Content from channels under its direct control within a reasonable timeframe. However, you acknowledge that:

- FACTMS cannot guarantee removal of Your Content from third-party platforms, websites, search engines, or cached/archived versions;
- Your Content may have been shared, copied, or distributed by others prior to your withdrawal request; and
- Printed materials or previously broadcast content containing Your Content cannot be recalled.

No Compensation

You understand that you will not receive any compensation, payment, royalty, or other consideration for your submission or for FACTMS's use of Your Content.

Release and Indemnification

YOU HEREBY RELEASE AND DISCHARGE FACTMS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, AND AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE USE OF YOUR CONTENT AS DESCRIBED HEREIN, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF ATTRIBUTION, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FACTMS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, AND AFFILIATES FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM YOUR BREACH OF THESE TERMS OR ANY THIRD-PARTY CLAIMS RELATED TO YOUR CONTENT.

Parental or Guardian Consent for Minors

If your story includes or is about a minor child, you represent that you are the parent or legal guardian of such child and have full authority to consent to these terms on the child's behalf. Minors may not submit stories directly; all submissions involving minors must be made by a parent or legal guardian. You agree that all terms herein apply to the child's story and any images or materials related to the child, and you accept full responsibility for determining what information about your child is appropriate to share publicly.

Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions.

Entire Agreement

These terms constitute the entire agreement between you and FACTMS with respect to your story submission and supersede any prior understandings or agreements.

Questions?

If you have any questions about these terms or about sharing your story, please contact us at info@factms.org or visit factms.org.