

TERMS OF SERVICE

Last modified: March 3, 2014

These Terms of Service (this “**Agreement**”) set out by the Hairy Cell Leukemia Foundation (the “**Foundation**”), govern your use of the Foundation’s hairycellleukemia.org website and the services featured on the website, including the “Ask an Expert” service (collectively, the “**Website**”). By using the Website, you acknowledge and agree to the terms and conditions of use set forth below in this Agreement:

1. **Medical Disclaimer.**

- a. You acknowledge that the Website is intended for informational purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treatment.
- b. You acknowledge that the Foundation does not recommend or endorse any specific procedures, products, opinions, or other information described on the Website or in any communications from the Foundation arising out of your use of the Website.
- c. You may not rely on any information or content contained in the Website or in any communications from the Foundation arising out of your use of the Website, regardless of the source or author of such information, and if you do so rely, you do so solely at your own risk.
- d. You may not disregard professional medical advice or delay seeking professional medical advice because of something you have read on the Website or in any communications from the Foundation arising out of your use of the Website.

2. **Copyright; Your Use of Content.**

- a. The Website is protected by copyright as a collective work or compilation, under U.S. copyright laws, international conventions, and other copyright laws. The contents of the Website (the “**Content**”) are only for your personal, noncommercial use. The Content is protected by copyright and owned or controlled by the Website or the party credited as the provider of the Content. Your unauthorized use of the Content may violate copyright, trademark, or other laws. To avoid unauthorized use, you:
 - i. must abide by any and all additional copyright notices, information, or restrictions contained in any Content;
 - ii. may download and make copies of the Content only for personal, noncommercial use;

- iii. must maintain all copyright and other notices contained in any Content that you download or copy; and
 - iv. may not copy or store any Content for any purpose other than personal, noncommercial use, unless you have obtained prior written permission from the Foundation or the copyright holder identified in the individual Content's copyright notice.
- b. If you are a copyright owner and believe that material on the Website infringes your rights, please provide an official notice in accordance with the Digital Millennium Copyright Act by certified mail to the address listed in Section 16 of this Agreement.
3. **Additional Restrictions on Use of Website.** You may not upload, post, or transmit to or distribute or otherwise publish through the Website any materials that:
- a. restrict or inhibit any other user from using the Website;
 - b. are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent;
 - c. constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law;
 - d. violate, plagiarize, or infringe the rights of third parties including without limitation copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right;
 - e. contain a virus or other harmful components;
 - f. contain any information, software, or other material of a commercial nature;
 - g. contain advertising of any kind; or
 - h. constitute or contain false or misleading indications of origin or statements of fact.
4. **Representation and Warranty With Regard to Age.** You represent and warrant that you are at least 13 years old.
5. **Personal Information.** The Foundation's use of personal information collected from and about you in connection with your use of the Website is governed by a Privacy Policy, available here: www.hairycellleukemia.org/pdf/Privacy-Policy.pdf. By providing personal information, posting messages, uploading files, inputting data, or engaging in any other form of communication (“**Communications**”) with or to the Website, you hereby grant to the Foundation a perpetual, worldwide, irrevocable, unrestricted, nonexclusive, royalty-free license

to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise exploit your Communications, in all media now known or later developed, to the extent consistent with the Privacy Policy. You hereby waive all rights to any claim against the Foundation for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

6. **No Confidentiality.** You acknowledge that transmissions to and from the Website are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to the Website, no confidential, fiduciary, contractually implied, or other relationship is created between you and the Foundation other than in accordance with this Agreement.
7. **Commitment to Data Security.** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, the Foundation has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information collected on the Website.
8. **Changes to the Website.** The Foundation may change, suspend, or discontinue any aspect of the Website at any time, including the availability of any Website feature, database, or other Content. The Foundation may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability.
9. **Limitation of Liability.** The Foundation is not liable for your use of the Website (including without limitation the content and any errors contained therein). The Foundation is not liable for any damages (including without limitation incidental, consequential, or punitive damages) resulting or arising from your use of, or inability to use, the Website or sites linked to the Website, whether the claim for damages is based on warranty, contract, tort, or any other legal or equitable theory, and whether or not the Foundation was advised of the possibility of those damages.
10. **Indemnification.** You will indemnify, defend, and hold harmless the Foundation and its affiliates, and each of their directors, officers, agents, employees, legal advisors, information providers, licensors, and licensees (collectively, the “**Indemnified Parties**”) from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of any term of this Agreement, including without limitation attorneys’ fees and costs. You will cooperate as fully as reasonably required in the defense of any claim. The Foundation reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you may not in any event settle any matter otherwise subject to indemnification without the written consent of the Foundation.

11. **Disclaimer of Warranties.** The Website, including all content, software, functions, materials, and information made available on or accessed through the Website, is provided “as is.” To the fullest extent permissible by law, the Foundation and affiliates make no representation or warranties of any kind whatsoever for the Content or the materials, information, and functions made accessible by the software used on or accessed through the Website, for any products or services or hypertext links to third parties, or for any breach of security associated with the transmission of sensitive information through the Website or any linked site. Further, the Foundation and its affiliates disclaim any express or implied warranties, including without limitation noninfringement, merchantability, or fitness for a particular purpose. The Foundation does not warrant that the functions contained on the Website or any Content will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server that makes it available is free of viruses or other harmful components. The Foundation and its affiliates are not liable for your use of the Website, including without limitation the Content and any errors contained in the Content.

12. **Site-Content Disclaimer.** The Foundation does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website or contained in any communication from the Foundation arising out of your use of the Website, and the Foundation disclaims any and all responsibility for content contained in any third-party materials provided through links from the Website. You acknowledge that any reliance upon any that advice, opinion, statement, or information is at your sole risk. The Foundation reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website at any time.

13. **User-Content Disclaimer.** The Foundation does not and cannot review all materials posted to the Website by its users, and the Foundation is not responsible for any materials posted by users. The Foundation reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in the Foundation’s sole discretion are objectionable or in violation of this Agreement.

14. **Third-Party-Resources Disclaimer.** The Website contains links and pointers to other related Internet sites and resources and to sponsors of the Website. Links to and from the Website to third-party sites do not constitute an endorsement by the Foundation or its affiliates of any third-party resources or their content.

15. **Administrative Provisions.**

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Foundation and you with respect to your use of the Website. If for any

reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision or portion must be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement continues in full force and effect.

- b. **Changes to this Agreement.** The Foundation reserves the right, in its sole discretion, to change, modify, add, or remove any portion of this Agreement, in whole or in part, at any time. The Foundation will post notification of changes in this Agreement on the Website.
- c. **Choice of Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts-of-laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement is in an appropriate state or federal court located in Illinois. [Any cause of action you may have with respect to your use of the Website must be commenced within one year after the claim or cause of action arises.]

16. **Contact Information.** For any questions relating to this Agreement, please contact Earl Stone by any of the following means:

- a. **By Email:** info@hairycellleukemia.org
- b. **By Mail:** Hairy Cell Leukemia Foundation, 790 Estate Drive, Suite 180, Deerfield, IL 60015
- c. **By Phone:** (224) 355-7201