

Website Terms of Use

Last Modified: October 29, 2018

General

This website (the "Site") is owned and operated by the Legal Information Network for Cancer, Inc., d/b/a CancerLINC ("CancerLINC", "we", or "us"). By using the Site, you agree to be bound by these Terms of Use ("Terms of Use") that follow and to use the Site in accordance with these Terms of Use and any additional terms and conditions that may apply to specific sections of the Site or to services available through the Site or from CancerLINC. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Use and an acknowledgement that this is a binding contract.

Intellectual Property Rights

Unless otherwise stated, all written content on this site is owned by CancerLINC and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, you may not modify, copy, reproduce, republish, upload, post, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site without prior permission. You may, however, download, print, and/or share one copy of individual pages of the Site for non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site as follows:

- 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 US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate CancerLINC, a CancerLINC employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm CancerLINC or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site 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 Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Accuracy of Site Information

While we shall endeavor to ensure that all information on the Site, and any content which may be accessed from the site, is accurate, we cannot guarantee that all information will be accurate and up-to-date at all times. The Site contains a large amount of data, and errors are likely to occur in tracking changes – for example, changes in dates and times of events. We therefore do not accept any liability for error or omission with regards to content of the Site. Should you find any inaccurate information on the Site, please inform us at **chris.williams@cancerlinc.org** and we shall correct it as soon as it is practicable to do so. Additionally, the Site is provided for informational purposes only and should not be relied upon as legal, financial, or any other form of professional advice.

Changes

CancerLINC may change this Terms of Use from time to time. If so, the date at the top of the policy will be revised. CancerLINC encourages you to review the Terms of Use whenever you access or use our services or otherwise interact with CancerLINC, to stay informed. If you continue to use our Site after changes go into effect, you consent to the revised Terms of Use.

Links from the Site

If the Site contains links to other websites or resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. In addition, if you choose to donate or sign up for our mailing list, you will be re-directed to a third party website and are subject to that third party's terms and conditions. Please refer to the applicable third party's terms and privacy policy for more information about how payment information is processed and stored.

Your Information

You may choose to provide other information directly to the Site. For example, the Site may collect information when you fill out a form, join the mailing list, participate in promotions, fundraisers, communicate with us via third-party sites and services, request information, or otherwise communicate with us.

Geographic Restrictions

The owner of the Site is based in the state of Virginia in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the site or any services or items obtained through the site or to your downloading of any material posted on it, or on any site linked to it. Your use of the site, its content, and any services or items obtained through the site is at your own risk. The site, its content, and any services or items obtained through the site are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied.

Limitation on Liability

To the fullest extent provided by law, in no event will the company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the site, any websites linked to it, any content on the site or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

Indemnification

You agree to defend, indemnify, and hold harmless CancerLINC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Governing Law and Jurisdiction

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any

other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by CancerLINC of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CancerLINC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and CancerLINC regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Us

If you have any questions about this Terms of Use, please email chris.williams@cancerlinc.org.