

## terms and conditions of use

The Hope Foundation ("THF") is a not-for-profit organization that raises funds to support the research and education programs of SWOG. THF maintains this World Wide Web Site with its home page in the domain "thehopefoundation.org" (the "Website"). THF offers access at no charge to any person who uses or accesses this Website ("You") with the express condition that You agree to be bound by the Terms and Conditions set forth in this Terms and Conditions of Use Agreement ("Agreement").

By using or accessing this Website, You agree to be bound by this Agreement, even if You have not read it in its entirety or any portion thereof.

**MEDICAL DISCLAIMER.** You acknowledge that the medical information on this Website is provided "as is" for general information only. It is not intended to be medical advice and should not be relied upon as a substitute for individual consultation with a qualified healthcare professional.

**LEGAL COMPLIANCE.** You agree and warrant that You shall only access and use this Website in accordance with all applicable laws, statutes, ordinances, and/or regulations (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising) of any and all governing jurisdictions, including jurisdictions other than the United States.

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Any information You provide on this Website:

- (a) shall not be fraudulent or involve the sale of counterfeit or illegally obtained items;
- (b) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy;
- (c) shall not violate, or cause THF to violate, any law, statute, ordinance, or regulation of any governing jurisdiction (including, without limitation, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising);
- (d) shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
- (e) shall not contain pornography, offensive material or any material that would be harmful to minors;
- (f) shall not relate to any raffle, survey, contest, pyramid scheme or chain letter; and
- (h) shall not link (directly or indirectly) to websites or other content to which You do not have a right to link.

**PRIVACY STATEMENT.** THF will use personally identifiable information in accordance with THF's then-current Privacy Statement, which Statement is incorporated herein by reference.

**REFUND OF ONLINE DONATIONS.** Online donations are non-refundable. Should you have question or comment regarding a donation, please call 734 998 6888.

**EXTERNAL LINKS.** This Website may contain hyperlinks to external locations on the Internet (for example, other websites) controlled by third parties. ("Other Sites"). These links are provided solely as a

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**LIMITATION OF LIABILITY.** YOU AGREE THAT YOU WILL HOLD HARMLESS THF AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND AFFILIATES FROM ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR ACCESS OR USE OF THIS WEBSITE OR OTHER WEBSITES TO WHICH IT IS LINKED. UNDER NO CIRCUMSTANCES AND IN NO EVENT WILL THF, ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT CONTRACTORS, OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, LICENSORS, DIRECTORS, OFFICERS, MEMBERS AND OTHER OWNERS, (COLLECTIVELY, "THF PARTIES"), BE LIABLE TO ANY PARTY, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECT IN, OR UNTIMELINESS OR ABSENCE OF AUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THIS SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL ANY THF PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, USE OF, OR INABILITY TO USE, THIS SITE, OR THE CLAIMS OF THIRD PARTIES, INCLUDING USERS, HOWEVER CAUSED, UNDER ANY LEGAL THEORY, EVEN IF ANY THF PARTY IS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION.** You agree to indemnify and hold harmless, and at THF's request, defend THF from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, penalties, settlements, costs and expenses (including reasonable attorney's fees and costs) THF may incur ("Losses") insofar as such Losses (or actions in respect thereof) arise out of, are based on, or relate to: (i) Your access to, conduct on, or use of this web site; or (ii) Your violation or breach of either this Agreement, any law, or the rights of any third party.

**MODIFICATION.** THF may amend this Agreement, in whole or in part, at any time and in THF's sole discretion without giving prior notice to You, by posting the amended terms on the Website. The new terms shall automatically be effective 15 days after they are initially posted on this Website.

**NOTICES.** Any notices to THF shall be sent by certified mail, postage prepaid and return receipt requested, to: The Hope Foundation, 24 Frank Lloyd Wright Dr Ste 3600A Ann Arbor, MI 48105, and by email to [info@thehopefoundation.org](mailto:info@thehopefoundation.org) except as expressly stated otherwise.

**MISCELLANEOUS.** You acknowledge that the Website is based in the U.S.A., and that all legal actions between You and THF that are related to this Agreement: (a) shall be governed by the statutes and laws of the State of New York, without regard to the conflicts of law principles thereof, and (b) shall be instituted in a state or federal court in New York, New York. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. This Agreement sets forth the entire understanding and agreement between THF and You with respect to the subject matter hereof.

**Terms last updated December 2012**