Terms of Use

This Terms of Use agreement ("Agreement") is between you and the Immune Deficiency Foundation ("IDF", "we", "us" or "our") with regard to the Site (defined below).

Please read the following terms and conditions carefully. By using and accessing the Site, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT, WITHOUT MODIFICATION, THE TERMS AND CONDITIONS THEREOF. If you do not agree to the terms and conditions of this Agreement, or you do not meet any eligibility requirements established by IDF for use of and access to the Site, you may not access, view, obtain goods or services from, or otherwise use the Site. You acknowledge that you are 18 years of age or older. Children under the age of 13 are not allowed to visit or otherwise use the Site. You agree that you are a patient with a primary immune deficiency disease (PI) or a parent, partner, caregiver or family member of a patient. You agree to the terms and conditions of the IDF Privacy Policy ("Policy") hereby incorporated by reference, which details the ways in which we and other parties might use personal information that belongs to you.

Partner Services
Certain services provided through the Site and features of the Site, such as the ability to upload and manipulate videos (collectively, "Partner Services"), are provided by third party partners of IDF (collectively, "Partners"). You may be required by Partners to agree to terms and conditions, guidelines, rules and privacy policies provided by Partners (collectively, "Partner Terms") in addition to this Agreement prior to being able to use and/or access Partner Services. In the event you use or access Partner Services that are subject to Partner Terms, you agree to be bound by such Partner Terms.

“Site” Defined
The “Site” encompasses the websites primaryimmune.org, idfcommonground.org, idffriends.org, and other sites owned and controlled by IDF, and all associated IDF web pages, including without limitation all content, materials, information, policies, modifications, updates, enhancements, revisions, new features, and or new web properties of such pages, along with all Site services (including Partner Services) provided through such websites and web pages. The purpose of the Site is to help address the unique needs of the PI community and to enable individuals within this community to connect with their peers and healthcare providers to receive relevant information on managing their disease.

Modification of This Agreement
You are responsible for regularly reviewing this Agreement. IDF has the right, but not the obligation, to correct any errors or omissions in any portion of the Site. IDF reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of this Agreement, in whole or in part, at any time, without prior notice. All changes to this Agreement are effective immediately upon being posted to the Site. Your continued use of the Site following any changes to this Agreement will mean you accept these changes.

Site Use
Restrictions on Use – You agree to use the Site only to post, send and receive messages, information and materials that are proper and related to the particular Site project database, forum, community, or other Site service you are using. You will not:
• Post on or transmit to the Site any defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harasing, inflammatory, pornographic, child pornographic, violent (meaning content that is excessively violent, incites violence or threatens violence), profane, threatening, unfair, inaccurate, deceptive or unlawful content or any content that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law.

• Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or of the Site server.

• Advertise solicit or offer to sell or buy any goods or services for any business purpose, including without limitation promoting or encouraging the growth of a third party site, unless the Site service you are using specifically allows such actions.

• Conduct or forward surveys, contests, pyramid schemes or chain letters.

• Download any file posted by another user of the Site that you know, or reasonably should know, cannot be legally distributed in such manner.

• Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or that is provided with Site materials or accessed through the Site.

• Violate any code of conduct or other guidelines, including without limitation Partner Terms, which may be applicable to any particular Site services.

• Harvest or otherwise collect information about others, including e-mail addresses, without their prior express written consent.

• Post on, transmit to or upload from the Site any content that discusses illegal activities with the intent to commit them, including activities that are intended to assist others in defeating technical copyright protections, or otherwise use the Site in any manner that endorses or promotes illegal activities.

• Use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site.

• Use the Site to access or use a third party site, including without limitation the site of a Partner, in a manner prohibited by the terms and conditions applicable to the access or use of such third party site.

• Send any bulk commercial email, or send any unsolicited email to any party that has indicated that it does not wish to receive such email.

• Access or attempt to access any other user’s account, or misrepresent or attempt to misrepresent your identity while using the Site.

• Use the Site in any manner that could create a risk to a person’s safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.

• Post on, transmit to or upload from the Site any content that violates another party’s privacy or infringes another party’s intellectual property, including, but not limited to, such party’s copyrights, trademarks, trade secrets, patents or other confidential or proprietary information. Examples of materials that may be covered by copyright include software, graphics, text, photographs, sound, video and musical recordings.

• Use the Site in any manner that does not treat other users with respect, such as insulting another individual or posting discriminatory material aimed at an individual or a group of people based upon cultural background, gender, race, sexual orientation, religious beliefs or similar.

• Post information about physicians, including rating or discussing individual physicians (finding a physician is a very personal decision; what might be a good fit for one person would not be good for another – if you
would like IDF to supply the names of immunologists located in your area, please contact IDF by calling 800-296-4433 or e-mailing idf@primaryimmune.org).

Information Disclosure
Disclosure Under Law – IDF reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to post or to remove any information or materials, in whole or in part, in IDF’s sole discretion if we believe you have violated this Agreement.

Providing Correct Personal Information – In the course of using the Site, you may be required to enter certain information, including without limitation personal information (collectively, “Information”). You agree to provide IDF with full, true and correct Information, and to update such Information on the Site promptly as reasonably necessary and as required by the Site.

Caution When Providing Information – Always use caution when giving out any information, including personally identifying information about yourself, in using any Site service. IDF does not control or endorse the content, messages or information found in any text, data, audio, video, audio/video or other materials or information posted by Site users to the Site or transmitted to other users or IDF through the Site (collectively, “Posted Materials”) and, therefore, IDF specifically disclaims any liability with regard to Posted Materials and any actions resulting from your use of Posted Materials. Site users are not authorized IDF spokespersons, and their views do not necessarily reflect those of IDF. In addition, any Posted Materials you provide to the Site may be viewed by anyone, and should be considered public information.

Posting Limitations – Posted Materials may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download Posted Materials.

Posted Materials
License in Posted Materials – IDF does not claim ownership of any of the Posted Materials. However, by posting, transmitting, uploading, inputting, providing or submitting any Posted Materials, you are granting IDF, its affiliated companies and sublicensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and fully sublicenseable license in and to such Posted Materials. For example, we have the right to: copy, distribute, transmit, display, perform, edit, translate, reformat and otherwise use Posted Materials, with or without attribution, and allow other Site users to do so as well, in all media known or hereafter developed. Where feasible, we will generally strive to include attribution provided by the poster in the event we post or use Posted Materials provided by such poster. You hereby waive all rights to any claim against IDF 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 Posted Materials.

Feedback – If you provide IDF with Posted Materials such as comments, bug reports, feedback or modifications proposed by you to IDF, the Site, or the goods and/or services provided through the Site (collectively, “Feedback”), then in addition to the license granted in all Posted Materials, IDF will have the right to use such Feedback at IDF’s discretion, including but not limited to incorporating such Feedback into the Site and the right to assign, license or otherwise use such Feedback. You hereby give IDF a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate such Feedback and use such Feedback for any purpose.

No Compensation – No compensation will be paid with respect to the use of your Posted Materials, as provided herein. IDF is under no obligation to post or use any Posted Materials you may provide and may remove any Posted Materials at any time and for any reason (or no reason) in IDF’s sole discretion.
User Representations and Warranties – By posting, uploading, inputting, providing or submitting your Posted Materials, you (1) acknowledge that the Site is open to the public and therefore IDF cannot control who will access Posted Materials, or the use that any third party will make of any such materials, (2) represent and warrant that you own or otherwise control all of the rights to your Posted Materials necessary to grant the licenses granted in this Section (Posted Materials), including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Posted Materials, whether such right is established through direct ownership, express authorization of the copyright owner of the Posted Materials, or otherwise under law, (3) represent and warrant that your posting of the Posted Materials does not and will not violate or infringe any third party right, including but not limited to any third party intellectual property right, right of publicity or privacy, or contractual right, (4) agree that IDF shall not be liable to you or any third party for not accepting your Posted Materials for inclusion on the Site or for removing your Posted Materials, in whole or in part, from the Site, (5) agree that IDF shall not be liable to you or any third party for any consequence, including but not limited to any harm or damage, that may arise from the inclusion of your Posted Materials on the Site, including but not limited to any harm or damage that may result from the use by any third party of your Posted Materials in any manner, and (6) represent and warrant that you agree to be bound by and follow any Partner Terms applicable to any Partner Services that you use, and that you will only use such Partner Services if you comply with any eligibility requirements for use of such Partner Services that may be established by IDF or its respective Partners.

Your Responsibility for Posted Materials and IDF’s Monitoring Rights – You will be responsible for your own Posted Materials and the consequences of posting or otherwise transmitting those Posted Materials. IDF does not represent or guarantee the truthfulness, accuracy, privacy, security, or reliability of any Posted Materials posted or otherwise transmitted by Site users or endorse any opinions expressed by such users. IDF has no obligation to monitor you or any other user’s use of the Site. IDF reserves the right to review and monitor your use of the Site, including without limitation your use of any user ID and/or password in accessing the Site and any materials posted to or revised on the Site, and to remove any materials in its sole discretion. IDF reserves the right to restrict or terminate your access to the Site, including, without limitation, your access to any or all of the services provided thereunder or your ability to use any Site user ID and/or password, at any time without notice if we believe you have violated this Agreement or are likely to violate this Agreement. Your sole remedy against IDF in the event of a dispute arising out of this Agreement, the Site or your use thereof, is to terminate this Agreement by ceasing your use of the Site. In the event of termination of this Agreement, IDF may delete and/or store, in its discretion, data associated with your use of the Site. IDF may also change, suspend, or discontinue any aspect of the Site at any time, including the availability of any Site feature, database, or content.

Disclaimers
No Reliance or Medical Advice – The information contained on the Site is intended to provide broad consumer understanding of primary immune deficiency diseases. The information should not be considered complete and should not be used in place of a visit or consultation, or of otherwise securing the advice of your physician or other health care provider. You acknowledge that neither IDF nor any Site users, while such users are participating in, accessing or otherwise using the Site, are engaged in rendering legal, medical, counseling, or other professional services or advice. We encourage you to seek appropriate professional advice from your physician or other health care professional promptly for any situation or problem that you may have. You should never disregard medical advice or delay seeking it because of something you have read on the Site.

Disclaimer of Representations or Warranties – YOU AGREE THAT YOUR USE OF THE IDF SITE IS AT YOUR OWN RISK. EFFORTS BY IDF TO MODIFY THE SITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THE IDF SITE, INCLUDING ALL CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH, OR IN CONJUNCTION WITH, THE SITE, IS PROVIDED “AS IS,” AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU
Disclaimer of Liability – IN NO EVENT SHALL IDF OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS,
EMPLOYEES, PARTNERS, SUBLICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, WITH IDF,
THE “IDF ENTITIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF
USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL,
SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE
USE OF THE IDF SITE OR WITH THE DELAY OR INABILITY TO USE SAME, OR WITH HYPERTEXT OR
GRAPHIC LINKS TO THIRD PARTIES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE
TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE IDF SITE OR ANY LINKED SITE, OR FOR
ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH OR VIEWED ON THE IDF SITE,
OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT,
STRICT LIABILITY, REGULATION, COMMON LAW PRECEDENT OR OTHERWISE, EVEN IF IDF HAS
BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM
IDF’S NEGLIGENCE OR GROSS NEGLIGENCE. BECAUSE SOME STATES/JURISDICTIONS DO NOT
ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL
DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, IDF’S LIABILITY
SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS
APPEAR WITHIN THE BODY OF THIS SITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO
THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THIS
SITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY.

Third Parties
Linked Sites Disclaimer – The Site may contain links to third party web sites, including without limitation other
web sites providing articles or RSS feeds (“Linked Sites”). The Linked Sites are not under the control of IDF
and IDF is not responsible for the contents of any Linked Site, including without limitation any link contained in
a Linked Site, or any changes or updates to a Linked Site. Such links by the Site to sites maintained by third
parties do not constitute an endorsement, guaranty, or warranty by IDF, or any of its affiliates, of any third party
or their content, nor the existence of a partnership, joint venture, agency, or other relationship between IDF, or
any of its affiliates, and any linked third party or their content. IDF is not responsible for webcasting or any
other form of transmission received from any Linked Site. IDF is providing these links to you only as a
convenience, and the inclusion of any link does not imply any association with its operators. You enter any
Linked Site at your own risk, and should carefully review their terms of use, privacy statements and other
conditions of use for such sites prior to using such sites.

Third Party Offer Disclaimer – By offering a number of third party products and services, including
advertisements, on the Site, IDF makes no warranties or representations of any kind as to the content or
suitability of the subject matter of any web site, product or service from any such third party business or
individual. IDF expressly disclaims liability for direct, consequential, or incidental damages arising from the
products, services, advertisements, actions, or web site content of these and any other third parties, and you
waive any claims against IDF for damages arising from such transactions or your reliance upon statements
contained therein. You will not consider IDF, nor will IDF be construed as, a party to such transactions,
whether or not we may have received some form of revenue or other remuneration in connection with the
transaction. The merchants or other third parties operating such third party sites are responsible for all aspects
of order processing, fulfillment, billing, and customer service. You agree that use of such merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED, OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, AND/OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES IS IDF LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS FOUND ON THE IDF SITE OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED FROM OR TO OUR SITE.

**Indemnification**
You will indemnify, defend (or settle) and hold harmless the IDF Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys fees and all other costs, fees, and expenses (collectively, “Claims”) against any of the IDF Entities to the fullest extent permitted by law arising out of or in connection with (1) your use of the Site or any Posted Materials, including without limitation your use of any Partner Services, or the use by any third party of such materials through you, (2) any Posted Materials provided or made available by you, and (3) any breach by you of your obligations under this Agreement, including without limitation any breach of your representations and warranties herein or within any applicable Partner Terms. In connection with any Claims that may give rise to your indemnification obligations as set forth above, the IDF Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the IDF Entities pursuant to this Section.

**Your Account**
Confidentiality of Account and Password – You are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer. You accept full responsibility and liability for all activities that occur under your account or password. IDF reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. For certain services made available by IDF through this Site (“IDF Services”), you may be required to register; as part of the registration process, you must select a user name, and in some cases you may be required to agree to specific additional terms and conditions associated with the IDF Services you wish to access. The information that you supply during any registration process must be accurate and complete and you agree to not (1) register under the name of another person, (2) choose a user name that IDF deems offensive, or (3) choose a user name for the purposes of deceiving or misleading forums members and/or staff as to your true identity. You agree to not impersonate any other person, including any other IDF forum member, any IDF forum host or any IDF staff.

Notification of Unauthorized Use/Ceasing Access – You shall notify IDF immediately of any unauthorized use or threat of unauthorized use of your account or the Site or of any other breach or potential breach of security known to you with respect to your account or the Site, including without limitation any loss or compromise of any password, and will cooperate with IDF in every reasonable way to help IDF prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the Site, your account and/or your password. You agree that immediately upon termination of your right to use the Site, or upon any earlier demand by IDF at any time, you will cease all access and/or use of the Site, and will not attempt to access and/or use the Site.

**Copyright and Other Intellectual Property**
Site Ownership -The Site and all content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international
conventions and U.S. and other copyright laws. The Site and all Site content is the property of IDF and/or third party licensors, including users posting Posted Materials, and all right, title and interest in and to the Site and Site content will remain with IDF or such third party licensors. Other product and company names mentioned herein may be the trademarks of their respective owners. The Site, including all Site content, is only for your personal, non-commercial use. You do not acquire ownership rights to any content, document, or other materials viewed through or posted on the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Site. Any copying, republication, or redistribution of Site content, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of IDF and/or the respective intellectual property rights holder identified in the subject content.

Copyright Infringement Claims – IDF respects the intellectual property rights of others and expects our users to do the same. The policy of IDF is to terminate the accounts of repeat copyright offenders and other users who infringe upon the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide IDF’s Designated Copyright Agent, identified below, with the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“DMCA”), 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; and (7) any other materials or information as may be required by the DMCA as amended from time to time.

Copyright Agent – Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the IDF Designated Copyright Agent using the following contact information:

Adam Freestone

copyrights@primaryimmune.org

40 West Chesapeake Ave., Towson, MD, 21204

Phone: (410) 321-6647
Fax: (410) 321-9165

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

Dispute Resolution (Arbitration Clause)

Binding Arbitration – You and IDF each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a “Dispute”) arising out of or in connection with this Agreement, your or IDF’s rights and obligations under this Agreement, the Site, the use of the Site, and/or the information, services and/or products that may be provided by or through or in connection with the Site. The arbitration will be held in the State of Maryland before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. At the option of the first party to commence an arbitration, the arbitration will be administered either by the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), or JAMS, Two
Embarcadero Center Suite 1100 San Francisco, CA 94111 (www.jamsadr.com). In the event you are the first party to commence an arbitration, and you fail to select an arbitration organization within 30 days after providing notice to IDF of such arbitration, IDF may select the organization. You may obtain a copy of the rules of each organization by contacting the organization. In the event that any Dispute cannot be submitted to binding arbitration pursuant to the rules of any such organization, such event shall not affect the enforceability of this clause so long as the Dispute may be submitted to binding arbitration with one of the organizations. You and IDF shall agree on one arbitrator to conduct the arbitration and the arbitrator shall be selected pursuant to the applicable rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate IDF’s intellectual property rights, IDF may seek (and you will not contest) injunctive or other appropriate relief in any state or federal court in the State of Maryland, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration Final – The arbitrator’s award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator’s award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

Giving Up Right of Class Action – This Agreement provides that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE IDF ENTITIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

California Residents – If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor” as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

Choice of Law; Jurisdiction and Venue; Waiver of Trial By Jury
To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Maryland, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in the State of Maryland in all disputes arising out of or relating to the use of the Site or under this Agreement; provided, however, that in the event IDF is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by IDF hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by IDF therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all
provisions of these terms and conditions, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, IDF and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with this Agreement, your or IDF’s rights and obligations under this Agreement, the Site, use of the Site, and/or the services and/or products that may be provided by or through or in connection with the Site.

**Miscellaneous**

**Viewing Outside the United States** – IDF makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

**No Joint Venture** – You agree that no joint venture, partnership, employment or agency relationship exists between you and IDF as a result of this Agreement or your use of the Site.

**No Waiver** – The failure of IDF to enforce any provision of this Agreement will not be construed as a waiver or limitation of IDF’s right to subsequently enforce and compel strict compliance with that provision or any other provision of this Agreement.

**Assignment** – No assignment, delegation or other conveyance of this Agreement may be made by you (by operation of law or otherwise) without the prior written consent of IDF, to be given in its sole discretion. IDF may assign its rights and obligations hereunder to any other party.

**Statute of Limitations** – Any cause of action you may have with respect to your use of the Site must be commenced within one year after the claim or cause of action arises.

**Agreement Binding** – If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

**Notices** – Notices to IDF under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to IDF, with such notices being effective as of the date of actual, confirmed receipt by IDF. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or 1 day after having been sent.

**Entire Agreement** – This Agreement and the Policy contain the entire agreement between you and IDF with respect to the Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and IDF with respect to the Site.; provided that any additional terms and conditions applicable to any of the IDF Services shall be deemed a part of this Agreement; and further provided, that in the event of a conflict between any of the terms or conditions of this Agreement and/or the Policy and any of the terms or conditions of the terms of use applicable to the IDF Service accessed, the conflicting provision(s) of the terms of use for the IDF Service shall control. Any rights not expressly granted herein are reserved. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents
be drawn up in English. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement. Those terms and conditions of this Agreement that assign liabilities to the parties extending beyond the term of this Agreement shall survive termination of this Agreement.

Inquiries regarding this policy should be directed to idf@primaryimmune.org