



Biden Cancer Initiative Terms of Service

Last updated: June 26, 2017

These Terms of Service (“Terms”) apply when you use a website, service, or application that links or refers to the Terms (the “Site”) and are a legal contract between you and the Biden Cancer Initiative (“BCI”, “we”, or “us”) so it is important that you review them carefully before using the Site. **PLEASE NOTE THAT SECTION 11 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS FOR RESOLVING ANY DISPUTE WITH US.** Your use of the Site indicates that you agree to follow and be bound by the Terms. If you do not agree to the Terms, do not access or use the Site. These Terms apply only to the Site and do not apply to other products or services that will be provided by BCI or its members. These Terms do not alter in any way the terms or conditions of any other agreement you may have with BCI for products, services or otherwise.

We may change the Terms or modify any features of the Site at any time at our sole discretion. Any changes to the Terms will become effective when we post the revised Terms on the Site. If you continue to use the Site after changes are posted you will be deemed to have accepted the change. If you do not agree to the amended terms, you must stop using the Site.

1. Compliance With Applicable Laws

You agree that you will not use the Site for any purpose that is unlawful or that is prohibited by these Terms, and that you will comply with all applicable laws and any conditions or restrictions imposed by these Terms. The Site is offered for your personal and non-commercial use only, and you are prohibited from using, and are expressly not granted the right to use, the Site for any other purpose.

2. Privacy Policy

Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose personally identifiable information from our users.

3. Intellectual Property

Trademarks and Service Marks. All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs used on the Site (collectively, “Marks”), whether or not appearing with a trademark registration or other symbol, belong exclusively to BCI or any of its licensors, and are protected from any unauthorized use under the trademark laws of the United States and other countries. The use of any of these Marks is expressly prohibited, and nothing stated or implied on the Site confers on you any license or right with respect to any trademark or other intellectual property right of BCI or any third party.

Copyright. The Site (including, but not limited to text, photographs, graphics, video, audio content, and computer code and the selection and arrangement of such elements therein) are protected under the copyright laws of the United States and other countries. You acknowledge that all copyrights and other intellectual property rights related to the Site are owned by BCI or its licensors to the full extent permitted under the United States Copyright Act, international

copyright laws, and all other applicable laws. Unless expressly permitted by an authorized person in writing or as permitted by applicable law, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way use or exploit any part of the Site or its content.

If you believe in good faith that your copyrighted work has been reproduced on our site without authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent at:

Katherine Collins
Biden Cancer Initiative
P.O. Box 14440
Washington, D.C. 20044
(202) 559-1800
info@bidencancer.org

Please provide our copyright agent with the following information in writing:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that we may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

4. Submissions

You acknowledge and agree that any comments, statements, stories, photographs, video, audio and/or other recordings or media that you submit to BCI (the "Submissions") may be used by BCI for any purpose and without compensation in accordance with these Terms. In addition, any feedback, questions, suggestions, ideas, or other information or materials regarding the Site or BCI that are provided by you in the form of email or other submissions to BCI, or any postings on the Site (the "Feedback"), are non-confidential and shall become the sole property of BCI. BCI shall own exclusive rights, including all intellectual property rights, in and to all Feedback and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose without acknowledgment or compensation to you.

5. User Content and Conduct

The Site may include areas in which you or other users may post or upload Submissions and other text, photos, video, messages, information, content or materials on the Site ("User

Content”). You are solely responsible for the User Content you post or upload. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, misleading, fraudulent or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- User Content that, in the sole judgment of BCI, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose BCI or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Site, and you agree that you will not do any of the following in connection with the Site or its users:

- Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or

impair the functioning of the Site in any manner;

- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Cheat or utilize unauthorized exploits in connection with the Site;
- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Harvest or otherwise collect information about users, including email addresses, without their consent;
- Use the Site for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features BCI may from time to time adopt to protect the Site, its users or third parties.

BCI takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, or for any user conduct, nor is BCI liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of the Site is at your own risk. Enforcement of the user content or conduct rules set forth in these Terms is solely at BCI's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. As a provider of interactive services, BCI is not liable for any statements, representations or User Content provided by its users in any public forum.

Although BCI has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, BCI reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site.

If you post User Content to the Site, unless we indicate otherwise, you grant BCI and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display such User Content throughout the world in any media and for any purpose whatsoever at the sole discretion of BCI, including without limitation any advertising or commercial use of any kind. You grant BCI and its affiliates and sublicensees the right to use your name, likeness, voice, and biographical information in connection with such Submissions, if we choose, and release BCI and anyone acting under its authorization from any claims that any use of the Submissions as authorized herein violates any of your rights, including any rights of publicity or privacy. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User

Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity. Furthermore, you agree and understand that you will not be entitled to any compensation for the rights and release granted herein or for any use of the User Content and that BCI shall have no obligation to make any use of the User Content.

6. Third-Party Content and Links to Third-Party Websites

The Site may contain third-party content and links to third-party websites (“Linked Sites”). BCI does not endorse, sponsor, recommend, or otherwise accept responsibility for any Linked Sites. In addition, Linked Sites are not under the control of BCI, and BCI is not responsible for the content or privacy practices of the Linked Sites.

7. Representations and Warranties

Each party to these Terms represents and warrants that it has the full right and power to enter into these Terms and that its performance under these Terms will comply with all applicable laws. As between BCI and you, you remain solely responsible for any content that you upload, post, or use in connection with the Site. You represent and warrant that you have obtained any and all necessary rights, have provided all necessary notices, have obtained all necessary permissions or consents, and have authority under state and federal law to agree to these Terms, to use the Site, and to authorize BCI to access, receive, use, store, disclose, or otherwise process information as permitted under these Terms.

8. Disclaimers

YOUR USE OF THE SITE, THE SITE MATERIALS CONTAINED THEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE “SERVICES”) IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE OR THE SERVICES. THE SITE AND THE SERVICES ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO (1) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE SITE OR OTHERWISE BY BCI.

BCI IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS, INCLUDING THOSE RELATING TO PRICING, TEXT OR PHOTOGRAPHY. THERE IS NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED THAT THE SITE OR SERVICES WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED.

BCI IS ALSO NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD PARTY ACTIVITIES OR EVENTS LISTED ON THE SITES OR FOR THE CONDUCT OF ANY EVENT OR ACTIVITY ORGANIZERS OF OTHER USERS OF THE SITES.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

BCI reserves the right to change any and all content contained in the Sites and any Services offered through the Sites at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by BCI.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BCI OR ITS PARTNERS, SUBSIDIARIES, OR AFFILIATES OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITE, THE SERVICES, OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. USE OF OUR PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BCI'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. Indemnification

You agree to indemnify, hold harmless, and defend BCI, its subsidiaries, affiliates, partners, and service providers, and each of their respective owners, directors, officers, managers, employees, shareholders, contractors, agents, licensors, successors, and assigns from and against all losses, expenses, damages and costs, including without limitation reasonable attorneys' fees, resulting from (i) your use of the Site or Services, (ii) your online conduct, (iii) your violation or breach of the Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Site or Services. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us. You shall not settle any such claim without the prior written consent of BCI. These obligations will survive any termination of these Terms.

11. Class Action Waiver and Arbitration

With respect to any and all disputes arising out of or in connection with the Services, these Terms, or our Privacy Policy, BCI and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and BCI do not resolve any dispute by informal negotiation, any other effort to

resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor BCI will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

BCI and you agree that all disputes arising under these Terms that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in Washington, D.C., U.S.A. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that BCI may seek any interim or preliminary relief from a court of competent jurisdiction in Washington, D.C., U.S.A, necessary to protect its rights or property pending the completion of arbitration.

To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

If any other provision of this section is found to be illegal or unenforceable, that provision will be severed, with the remainder of this section remaining in full force and effect.

12. Governing Law

Except as otherwise required by applicable law, these Terms and any dispute arising from or relating to these Terms shall be governed by and must be construed in accordance with the laws of the United States and the District of Columbia, without regard to conflict of law principles. For any dispute arising out of these Terms or your use of the Site, you agree to the exclusive jurisdiction of and exclusive venue in the state and federal courts located in the District of Columbia, without regard to conflict of law principles. You further agree to accept service of process by mail. By using the Site, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

13. Miscellaneous

Entire Agreement. Unless otherwise specified herein, the Terms constitute the entire agreement between you and BCI and govern your use of the Site. If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

Termination. BCI may terminate this agreement for any reason at any time. BCI reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Site, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. In addition to any termination rights, we reserve the right to enforce and prosecute any violations of these Terms.

No Third Party Beneficiaries. Except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. Neither party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so.

Assignment. You must not assign these Terms or any rights or obligations herein without the prior written consent of BCI and any attempted assignment in contravention of this provision is null and void and of no force or effect. BCI has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns.

No Waiver. The failure of BCI to enforce any provisions of the Terms or to respond to a breach by you or other parties shall not in any way waive its rights to enforce subsequently any terms or conditions of the Terms or to act with respect with similar breaches.

Contact Information. Please direct any questions, complaints, or claims related to the Site to info@bidencancer.org.