

SURVIVEIT® – TERMS OF USE

Welcome to the SURVIVEIT® website. Please read these Terms of Use (“Terms,” “Terms of Use,” or the “Agreement”) carefully before using the SURVIVEIT website, mobile applications, and online services (collectively, the “Website”) operated by SURVIVEIT (“SURVIVEIT,” “us,” “we,” or “our”).

1) DEFINITIONS

- a) **“Personal Information”** is information that can be used to identify you, either alone or in combination with other information. SURVIVEIT collects and stores the following types of Personal Information:
 - i) **“De-Identified Information”** means information that has been stripped of your registration information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual.
 - ii) **“Reviews”** means information you provide to us through the Services that details or reviews your experience with a particular provider (i.e., treatment facility; doctor; therapy).
 - iii) **“Self-Reported Information”** means information you provide to us, either through the Services or through a third party, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your SURVIVEIT account or that you authorize a third party to provide to SURVIVEIT.
 - iv) **“Web Behavior Information”** means information on how you use SURVIVEIT’s website (e.g., browser type, domains, page views) collected through log files, cookies and web beacon technology.
- b) **“Resource Tool”** means The Cancer COPILOT, an interactive cancer navigation guide featured in SURVIVEIT’s website.
- c) **“Service”** or **“Services”** means SURVIVEIT’s Website (including but not limited to text, graphics, images, the Resource Tool and other material and information), products, software and services as accessed from time to time by user, regardless if the use is in the connection with an account or not.
- d) **“SURVIVEIT”** means SURVIVEIT, Inc.®, a registered 501(c)(3) nonprofit organization organized under the laws of the State of South Dakota.
- e) **“SURVIVEIT Research”** means research that SURVIVEIT performs with the intent to empower or advance the delivery of care for cancer patients, caregivers, and survivors.

2) ACCEPTANCE OF TERMS. Your use of the Services is subject to the terms of the legal agreement between you and SURVIVEiT set forth in these Terms of Use. Except as specified herein, these Terms of Use apply to any use of the Services, including but not limited to a) uploading your Personal Information and interacting with it on the SURVIVEiT Website (including by use of the Resource Tool), and/or b) creating and using a free SURVIVEiT account without providing your Personal Information. In order to use the Services, you must first agree to the Terms of Use. You may not use the Services if you do not accept the Terms of Use. You can accept the Terms of Use by using the Services. You acknowledge and agree that SURVIVEiT will treat your use of the Services as acceptance of the Terms of Use from that point onwards. In addition, when using particular Services, you shall be subject to any unique guidelines or rules applicable to such Services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Use. SURVIVEiT also may offer other services from time to time that are governed by different Terms of Use.

You affirm that you are either 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms. In any case, you affirm that you are at least 13 years of age, as the Website is not intended for children under 13.

3) DESCRIPTION OF SERVICES. The Services include access to the SURVIVEiT public Website (www.surviveit.org) and use of the Resource Tool. Unless explicitly stated otherwise, each new feature that augments or enhances the current Services shall be subject to the Terms of Use. You acknowledge and agree that the Services are provided "AS-IS" and are based on the current information and resources available to SURVIVEiT at the time of viewing or other use. SURVIVEiT is constantly working to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which SURVIVEiT provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that SURVIVEiT may stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to users generally at SURVIVEiT's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform SURVIVEiT when you stop using the Services. SURVIVEiT assumes no responsibility for the use of Services outside the terms of these Terms of Use or other applicable terms.

In order to use the Services, you must obtain Internet access, either directly or through devices that access web-based content, and pay any service fees associated with such access. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such an Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that while SURVIVEiT may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by SURVIVEiT at any time, at SURVIVEiT's discretion.

4) CONSIDERATIONS REGARDING SURVIVEIT SERVICES. SURVIVEiT does not

in any way endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our Website. If we provide to you on our Website any recommendations that identify for you, based on your Personal Information and scientific literature or research, potentially actionable information, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. Only a physician or other health care provider can assess your current state of health. Reliance on any information provided by SURVIVEiT, SURVIVEiT employees, others appearing on our Website at the invitation of SURVIVEiT, or other visitors to our Website is solely at your own risk.

5) ELIGIBILITY. Except as expressly provided below, certain Services and features of the Website may only be used by individuals who register for the Website (“**Registered Users**”). Without limitation, Registered Users must be 13 years or older. All new users must read and accept this Privacy Policy, and our Terms and Conditions before registering an account. For the purposes of this Agreement, the term “user” refers to visitors of our Website as well as Registered Users, i.e. those who register for certain Services provided by SURVIVEiT. Conversely, Registered Users are limited to those who have registered for certain SURVIVEiT Services and do not include unregistered users.

6) USER REPRESENTATIONS. By accessing SURVIVEiT Services, you agree to, acknowledge, and represent as follows:

- I will not give or seek medical advice through my Reviews, but will share my experience(s) as accurately as possible.
 - I will be accurate, honest, current, and complete in my Reviews.
 - I will not plagiarize or steal content or materials.
 - I will identify and link to sources when information is from a source other than me.
 - I will not post confidential or proprietary information.
 - I will distinguish factual information from my personal commentary.
 - I will not impersonate any person or entity.
- a) You understand that information you learn from SURVIVEiT is not designed to independently diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information. You understand that the SURVIVEiT Services are intended for research, informational, and educational purposes only, and that while SURVIVEiT information might point to a possible treatment, it should always be confirmed and supplemented by additional medical information. You acknowledge that SURVIVEiT urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from the Services.
- b) You take responsibility for all possible consequences resulting from your sharing with others access to your Personal Information.
- c) You understand that all your Personal Information will be stored in SURVIVEiT databases and will be processed in accordance with the SURVIVEiT Privacy Policy.

YOU AGREE THAT YOU HAVE THE AUTHORITY, UNDER THE LAWS OF THE STATE OR JURISDICTION IN WHICH YOU RESIDE, TO PROVIDE THESE REPRESENTATIONS. IN CASE OF BREACH OF ANY ONE OF THESE REPRESENTATIONS, SURVIVEiT HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE SERVICES (OR ANY PORTION THEREOF) AND YOU WILL DEFEND AND INDEMNIFY SURVIVEiT AND ITS AFFILIATES AGAINST ANY LIABILITY, COSTS, OR DAMAGES ARISING OUT OF THE BREACH OF THE REPRESENTATION.

7) ACCOUNT CREATION, CUSTOMER ACCOUNT, PASSWORD AND SECURITY

OBLIGATIONS. We require all users and reviews to be authentic and therefore require verification information from our users. SURVIVEiT designed our platform to protect your identity. When you rate your level of care and leave a review, you are doing so anonymously and your name and email will never be made public by SURVIVEiT. Should you wish make your identity known, please feel free to do so within the title or content of your written review (some users choose to include their name in the title or within the content of their review). We understand that you may prefer to remain anonymous for privacy reasons and therefore by default, your identity will be protected and will never be made public by SURVIVEiT. If you want to self-disclose your full name or personal information, that is your choice, and you acknowledge and agree that under no circumstances shall SURVIVEiT be liable for the self-disclosure of your name and/or personal information.

In order to create an online account, you will create a username and password during the account sign-up process. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your SURVIVEiT account. You must notify SURVIVEiT immediately if you believe your password or account has been obtained, or may be accessed or used, by anyone other than you. You will not have to reveal your password to any SURVIVEiT representative. Please notify us via email at info@surviveit.org or the Contact Us feature on the website if you suspect any unauthorized use of your account. For security purposes, SURVIVEiT recommends that you change your password often, that you do not reuse passwords, and that you use unique passwords for this Website. If you allow third parties to access SURVIVEiT's Website through your username and password, you will defend and indemnify SURVIVEiT and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to (a) immediately notify SURVIVEiT of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you sign out from your account at the end of each session. SURVIVEiT cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

SURVIVEiT will collect and use certain Personal Information, as described in our Privacy Policy, but will not sell that information.

8) SURVIVEiT PRIVACY STATEMENT AND DISCLOSURE OF INFORMATION. By using the Services, you acknowledge and agree to the Privacy Policy, a copy of which may be found on our website. You may not use the Services if you do not accept the Privacy Policy. Any

Personal Information you choose to share with unrelated third parties is not covered by our Privacy Policy. We recommend that you review our Privacy Policy before submitting any of your Personal Information to us, and that you review the terms of use and privacy policy of any other website before submitting any of your Personal Information to such a website.

9) CUSTOMER CONDUCT – UNLAWFUL AND PROHIBITED USE. As a condition of your use of the Services, you warrant to SURVIVEiT that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. Furthermore you agree not to use the Services to: (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status; (2) impersonate any person or entity, including, but not limited to, anyone affiliated with SURVIVEiT, or falsely state or otherwise misrepresent your affiliation with a person or entity; (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; (4) "stalk" or otherwise harass another; (5) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (6) use any information received through the Services to attempt to identify other users, to contact other users (other than through features for contacting other users that may be offered pursuant to the Services); (7) download any file posted by another user of the Services that you know, or reasonably should know, cannot legally be distributed in such manner; (8) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights (“**Rights**”) of SURVIVEiT or any other party; (9) harm minors in any way; (10) advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages; (11) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law; (12) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (13) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site, unless explicitly permitted by SURVIVEiT; (14) engage in "framing," "mirroring," or otherwise simulating the appearance or function of SURVIVEiT's Website; (15) attempt to or actually override any security component of SURVIVEiT web services; (16) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; (17) violate these Terms of Use, any code of conduct or other guidelines which may be applicable for any particular area of the Services or have been communicated to you by anyone affiliated with

SURVIVEiT; or (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for (and that SURVIVEiT has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which SURVIVEiT may suffer) of any such breach. In case of breach of any one of these agreements SURVIVEiT has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify SURVIVEiT and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

If you violate the terms of this Section and/or SURVIVEiT has a reasonable ground to suspect that you have violated the terms of this Section, SURVIVEiT has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

10) EXPORT CONTROL AND APPLICABLE LAWS AND REGULATIONS. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access any Services online.

11) MATERIAL POSTED THROUGH THE SERVICES. SURVIVEiT will not, at all times, control all of the material (i.e., Reviews) posted via the Services and, as such, does not guarantee the accuracy, integrity, or quality of such non-SURVIVEiT content. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will SURVIVEiT be liable in any way for any non-SURVIVEiT content, including, but not limited to, any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed, or otherwise transmitted via the Services.

You acknowledge that SURVIVEiT and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, review, filter, modify, refuse, or move any content that is available via the Services. Without limiting the foregoing, SURVIVEiT and its designees shall have the right to remove any content that violates the Terms of Use or is deemed by SURVIVEiT, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

12) INDEMNITY. You agree to defend and hold SURVIVEiT, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, volunteers, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Reviews you submit, post to, or transmit through the Services; your use of the Services; your connection to the Services; your violation of the Terms of Use; or your violation of any rights of another. If you choose to provide your Personal Information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless SURVIVEiT, its employees,

contractors, successors, and assigns from any and all liability arising from such disclosure or use of your Personal Information.

13) NO RESALE OF SERVICES. You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Services, use of the Services, or access to the Services.

14) GENERAL PRACTICES REGARDING USE AND STORAGE. You acknowledge that SURVIVEiT may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that Personal Information and Services content will be retained by the Services, the maximum disk space that will be allotted on SURVIVEiT's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You acknowledge and agree that SURVIVEiT has no responsibility or liability for the deletion of or failure to store any messages, other communications, or other content maintained or transmitted by the Services; or for the loss of Genetic Information due to malfunction or destruction of data servers or other catastrophic events. You further acknowledge that SURVIVEiT reserves the right to change these general practices and limits in its sole discretion.

15) MODIFICATIONS OF SERVICES. SURVIVEiT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that (i) modifications may result in a delay in computations for some of the SURVIVEiT features or Services, and (ii) SURVIVEiT shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

16) TERMINATION. The Terms of Use will continue to apply until terminated by either you or SURVIVEiT as set out in this Section.

If you want to terminate your legal agreement with SURVIVEiT, you may do so by deleting your SURVIVEiT account and data within your Account Settings or by submitting a request via the Notice provisions set forth in Section 20. Once you submit your request, we will send an email to the email address linked to your SURVIVEiT account asking you to confirm your request. Upon receiving your confirmation we will process your request to delete your data, and you will no longer be able to sign-in to your account.

SURVIVEiT may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of the Terms of Use (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms of Use); (2) SURVIVEiT is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) SURVIVEiT is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (4) the provision of the Services to you by SURVIVEiT is, in SURVIVEiT's opinion, no longer commercially viable.

Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that SURVIVEiT shall not be liable to you or any third party for any termination of your access to the Services.

17) SURVIVAL OF TERMS. When the Terms of Use come to an end, all of the legal rights, obligations, and liabilities that you and SURVIVEiT have benefited from, been subject to (or which have accrued over time while the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the applicable provisions of these Terms of Use shall continue to apply to such rights, obligations, and liabilities indefinitely.

18) SURVIVEiT'S PROPRIETARY RIGHTS. You acknowledge and agree that SURVIVEiT (or SURVIVEiT's licensors, as applicable) own all legal right, title, and interest in and to the Services, including any intellectual property rights (including but not limited to patents) which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by SURVIVEiT and that you shall not disclose such information without SURVIVEiT's prior written consent. You further acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services or sponsors is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by SURVIVEiT, you agree not to-and not to permit anyone else to-modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of SURVIVEiT and/or its suppliers. SURVIVEiT, Inc., SURVIVEiT, and other SURVIVEiT logos and product and service names are trademarks of SURVIVEiT and these marks together with any other SURVIVEiT trade names, service marks, logos, domain names, and other distinctive brand features are the "SURVIVEiT Marks." Unless you have agreed otherwise in writing with SURVIVEiT, nothing in the Terms of Use gives you a right to use any SURVIVEiT Marks and you agree not to display, or use in any manner, SURVIVEiT Marks. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by SURVIVEiT, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos. Any rights not expressly granted herein are reserved.

19) DISCLAIMERS

- a) **Information Disclaimer.** The content of SURVIVEiT's Website is for general information purposes only and does not constitute medical advice. The Services try to provide content that is accurate as of the date of writing; however, we give no assurance or

warranty regarding the accuracy, timeliness, or applicability of any of the contents. Visitors to SURVIVEiT's Website should not act upon content or information reviewed without first seeking appropriate professional advice. Visitors to SURVIVEiT's Website should always seek the advice of a qualified medical professional. SURVIVEiT assumes no responsibility for information contained on this Website (including, but not limited to, Reviews) and disclaims all liability in respect of such information. In addition, none of SURVIVEiT's Website content (except as set forth in these Terms of Use) will form any part of any contract between us or constitute any type of offer by SURVIVEiT. Specific disclaimers may apply in addition to certain content or parts of the site. SURVIVEiT accepts no responsibility for and excludes all liability in connection with browsing this Website, use of information or downloading any materials from it, including but not limited to any liability for errors, inaccuracies, omissions, or misleading or defamatory statements. The information on this Website might include opinions or views which, unless expressly stated otherwise, are not necessarily those of SURVIVEiT or any associated company or any person in relation to whom they would have any liability or responsibility. All content and information at SURVIVEiT might be changed or updated without notice. SURVIVEiT might also make changes or improvements at any time without notice. SURVIVEiT hereby excludes liability for any claims, losses, demands, or damages of any kind whatsoever with regard to any information, content, or services provided at our Website, including but not limited to direct, indirect, incidental, or consequential loss or damages, compensatory damages, loss of profits, or data, or otherwise.

- b) **Endorsement Disclaimer.** Reference within this site to any medical institution does not constitute or imply an endorsement, recommendation, or favoring by SURVIVEiT. The views and opinions of the authors of content published at SURVIVEiT's Website does not necessarily state or reflect the opinion of SURVIVEiT or its owners, and cannot be used for advertising or product endorsement purposes.
- c) **Hyperlinks and the SURVIVEiT Website.** The Services provide, and third parties may provide, links to other sites and resources on the Internet. Because SURVIVEiT has no control over such sites and resources, you acknowledge and agree that SURVIVEiT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SURVIVEiT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.
- d) **Dealings with Information Providers and Listed Resources.** Your correspondence or business dealings with-or participation in promotions of-information providers, vendors, and/or resources found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that SURVIVEiT shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Services.

- e) **Security.** While we are committed to developing, implementing, maintaining, monitoring and updating a reasonable information security program, unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. Data security incidents and breaches can occur due to vulnerabilities, criminal exploits or other factors that cannot reasonably be prevented. Accordingly, while our reasonable security program is designed to manage data security risks and thus help prevent data security incidents and breaches, it cannot be assumed that the occurrence of any given incident or breach results from our failure to implement and maintain reasonable security. As a result, while we strive to protect your Personal Information, you acknowledge that (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through the Website cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.
- f) **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SURVIVEIT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) SURVIVEIT MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SURVIVEIT OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. SURVIVEIT DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, SURVIVEIT SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

20) LIMITATION OF LIABILITY. WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SURVIVEiT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SURVIVEiT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH OR FROM THE SERVICES, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

21) NOTICE. Notice to you may be made via either regular mail or email. SURVIVEiT may also provide notices of other matters by displaying notices or links to notices to you generally on or through the Services. Official notices provided by you related to this Terms of Use must be sent to SURVIVEiT at:

SURVIVEiT
ATTN: Executive Director
PO Box 202187
Denver, CO 80220

Any notices that you provide without compliance with this section on Notices shall have no legal effect.

22) VIOLATION OR SUSPECTED VIOLATION OF TERMS OF USE. If you violate the terms of these Terms of use and/or SURVIVEiT has grounds to suspect that you have violated the terms of these Terms of Use, SURVIVEiT has the right to suspend or terminate your account without notice or explanation and to refuse any and all current or future use of Services (or any portion thereof).

23) MISCELLANEOUS

a) **Entire Agreement.** The Terms of Use constitute the entire agreement between you and SURVIVEiT and govern your use of the Services, superseding any prior agreements between you and SURVIVEiT on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

- b) **TERMS OF USE MODIFICATIONS.** SURVIVEiT may make changes to the Terms of Use from time to time. When these changes are made, SURVIVEiT will make a new copy of the Terms of Use available on its Website. The revised Terms of Use will be effective on or after the posted date. If any change to the Terms of Use is unacceptable to you, you may stop using our Services and delete your account at any time. You acknowledge and agree that if you use the Services after the date on which the Terms of Use have changed, SURVIVEiT will treat your use as acceptance of the updated Terms of Use.
- c) **Revisions and Errata.** The materials appearing on SURVIVEiT's web site could include technical, typographical, or photographic errors. SURVIVEiT does not warrant that any of the materials on its web site are accurate, complete, or current. SURVIVEiT may make changes to the materials contained on its web site at any time without notice. SURVIVEiT does not, however, make any commitment to update the materials.
- d) **Waiver.** The failure of SURVIVEiT to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.
- e) **Admissibility of Printed Version.** 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.
- f) **Section titles; Headings.** The section titles and headings in the Terms of Use are for convenience only and have no legal or contractual effect.
- g) **Severability Clause.** If any portion of these Terms of Use is found to be unenforceable, the remaining portion will remain in full force and effect.
- h) **Assignment.** You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, SURVIVEiT for any third party that assumes our rights and obligations under this Agreement.