

TERMS AND CONDITIONS

UPDATED: January 1, 2022

This Agreement is legally binding between you ("User", "you" or "your") and the nonprofit corporation Lobular Breast Cancer Alliance Inc. ("we", "us" or "our"), which envisions a world in which invasive lobular breast cancer ("ILC") is found early, treated effectively, and eradicated permanently.

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the lobularbreastcancer.org website and any of our other websites or applications that reference this Agreement, and any related products and services (collectively, "Website" and "Services").

By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree, you should not use the Website or Services.

LINKS TO OTHER RESOURCES

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource. We do not assume any responsibility or liability for the actions, products, services, and content of any third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website or Services. Your linking to any other off-site resources is at your own risk.

PROHIBITED USES

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; (j) to interfere with any of our charitable activities or to engage in any activity or provide or modify any content that we believe would be inconsistent with our nonprofit purposes or that would have the potential to damage our name, goodwill or reputation, or that of any of our affiliates, officers, directors, employees, volunteers or affiliates; or (k) to interfere with or circumvent the security features of the Website

and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by us or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with us. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are our or our licensors' trademarks or registered trademarks. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of our or any third party's trademarks. If you provide any content for our Website or Services, you represent, warrant, covenant and agree that you have the right to do so free of charge and you grant to us a royalty-free right and license to duplicate, publish and use the same throughout the world.

DISCLAIMER AND IMPORTANCE OF INDIVIDUAL MEDICAL ADVICE

We endeavor to keep the information and materials on the Website and provided with Services current, but healthcare information changes rapidly and, thus, the information and materials on the Website and provided with Services should not be relied upon to be fully comprehensive or error free. The information and materials on the Website or provided with Services are not meant to be used for self-diagnosis or to replace the services of a medical professional. We do not recommend, endorse or make any warranties or representations of any kind with regard to the accuracy, completeness, timeliness, quality, efficacy, merchantability, fitness for any particular use or non-infringement of any of the programs, materials, products or other information or goods provided on or by means of the Website or as part of any Services, or by the companies or organizations linked or referred to therein.

The Website and Services do not offer medical advice or recommendations to individuals, and you should not rely on the information posted on the Website or provided with our Services as a substitute for consultations with qualified health care professionals who are familiar with your individual medical conditions and needs. We do not advocate that you attempt to treat yourself, your family or someone you know without proper medical supervision, and we encourage you to seek the guidance of your healthcare provider if you feel that you, your family or someone that you know suffers from the conditions described on the Website. In certain instances, we may permit third parties to provide testimonials and information, and in certain situations, create personal home pages for fundraising purposes in furtherance of our charitable purposes. We may from time to time post articles and other information provided by third parties that might be of

interest or benefit to the public. You acknowledge that the opinions and recommendations of third parties contained on the Website or provided in connection with any of the Services are not necessarily ours or endorsed by us.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event will we or any of our affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of us and our affiliates, officers, employees, agents, suppliers and licensors relating to the Services will be limited to an amount equal to the greater of ten dollars or the amounts actually paid in cash by you to us during the one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

INDEMNIFICATION

You agree to indemnify and hold us and our affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to any content you provide to us, your use of the Website or Services, or any willful misconduct on your part.

SEVERABILITY

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

ASSIGNMENT

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer without our

prior written consent shall be null and void. We are free to assign any of our rights and obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of our assets or as part of a merger or other business transaction, subject to the legal requirement that the recipient be a not-for-profit organization engaged in activities reasonably consistent with our own nonprofit purposes.

CHANGES AND AMENDMENTS

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the top of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

ACCEPTANCE OF THESE TERMS

You acknowledge that this Agreement is a contract between you and us, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

CONTACTING US

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to info@lobularbreastcancer.org.