

## WEB SITE TERMS AND CONDITIONS OF USE

THIS SITE AND RELATED DATA CAPTURE ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE.

### 1. **Restrictions on Use and Ownership.**

All services and content provided through this Web site and all pages and information within this Web site and any material made available for download (collectively the "Site") are the property of Huntington Medical Research Institutes, ("HMRI", "us", or "we") and/or its subsidiaries, affiliates, vendors, and licensors. We grant you a nonexclusive, non-transferable license to use the Site solely for your personal use. As a condition of your use of this Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions. If you breach any of these Terms and Conditions, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

The contents of the Site, including the text, images, audio, and video, are copyrighted and may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of HMRI, except that you may download content from the Site to any single computer for your personal, non-commercial (except with regard to your use of inherent functionality provided through the Site) use only, provided you keep intact all copyright, trademark, and other proprietary notices and comply with any applicable end user license agreements. For purposes of these Terms and Conditions, any use of these materials on any other Web site or networked computer environment for any purpose is prohibited.

All trademarks, service marks, icons, and logos used in this Site are the trademarks, service marks or logos of HMRI or their respective owners.

You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

Any rights not expressly granted by these Terms and Conditions, or any applicable end user license agreements are reserved by HMRI and/or its vendors and licensors.

We may, in our sole discretion and without prior notice, modify the Site, remove or alter functionality, or cease provision of the Site at any time.

## **2. Copies of These Terms and Conditions.**

Updates. You may print a copy of these Terms and Conditions using the print button or feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may revise these Terms and Conditions at any time, and by your continued use of the Site agree to be bound by future revisions. It is your responsibility to periodically review the WEB SITE TERMS AND CONDITIONS OF USE visit the “Terms and Conditions” link at the bottom of our home page to review the most current version of the Terms and Conditions. You may use your browser to print copies of any updated Terms and Conditions.

## **3. Restrictions.**

You may not and will not allow any third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Site, except to the extent expressly permitted by applicable law; (ii) use the Site to develop a competing product or service; (iii) use the Site for any purpose for which it was not designed or inconsistent with any online documentation we provide; and (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Site, or any other products or materials made available through the Site.

## **4. Limited Access Areas of the Site; Registration; Fees.**

Certain areas of the Site require registration, establishment of an account, and the use of a username and password to access. You may also be required to accept certain additional terms of service and pay certain fees for access to those areas. All fees are exclusive of applicable sales, use, excise, and similar taxes. In case of conflict between these Terms and Conditions and any terms provided with your registration, the registration terms will govern. By registering, you represent and warrant (a) that you are 18 years of age or over, and (b) the registration information you provide is current, complete, and accurate. You are responsible for updating the registration information to ensure it continues to be current, complete, and accurate. HMRI may accept or reject registration requests for the Site in HMRI’s sole discretion and may revoke registration and accounts at any time, without cause or prior notice. You are responsible for maintaining the confidentiality of your username and password and all activities conducted using your username and password. You will notify HMRI immediately of any unauthorized use of your username or password and that you will, for security reasons, make sure that you exit from any activities on the Site at the end of each of your uses of the Site.

## **5. Feedback.**

You may provide suggestions, comments, or other feedback (collectively, “Feedback”) to us with respect to your donation. Feedback is voluntary. We may use Feedback for any purpose without obligation of any kind.

## **6. Your Indemnity.**

At HMRI's option and request, you will, at your own expense, indemnify, defend, and hold HMRI and its subsidiaries, affiliates, officers, employees, agents, co-branders, suppliers, or associates harmless from and against any losses, costs, damages, liabilities, and expenses (including reasonable attorneys' fees and expert costs), arising out of your use of the Site or related to a third-party claim, action or allegation (a) related in any way to a transaction or dispute between you and any third party, (b) based on or caused by unauthorized access to the Site through your account, (c) based on your actual or alleged breach of these Terms and Conditions, (d) based on your violation of any applicable law or regulation of any jurisdiction, or (e) arising out of your Content. You may not enter into a settlement or stipulated judgment of the foregoing without HMRI's prior written consent.

## **7. Acceptable Use.**

You may not to use the Site to:

- Upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically, or otherwise objectionable.
- Impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or create a false persona.
- Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Site.
- Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms, or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit, or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment.
- Harvest screen names for any purpose.
- Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site; or
- Upload, post, e-mail, distribute, deliver, or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. In our sole discretion and without notice, we may remove any content or other materials that violates or may violate the foregoing. We may also suspend or terminate your access to the Site.

## 8. Infringement Notices.

As provided in the [Digital Millennium Copyright Act of 1998](#), we have designated the following individual for notification of potential copyright infringement regarding the Site:

Hector Frausto  
686 S. Fair Oaks Ave  
Pasadena CA 91105  
[hector.frausto@hmri.org](mailto:hector.frausto@hmri.org)  
Tel: 626-795-4343

If you believe content available through the Site infringes a copyright, please provide the following information to the person identified above (17 U.S.C. § 512):

- a. A physical or electronic signature of the copyright owner or authorized agent.
- b. Identification of the copyrighted work(s) claimed to have been infringed.
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
- d. Information regarding how we may contact you (e.g., mailing address, telephone number, e-mail address);
- e. A statement that the copyright owner or its authorized agent 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; and
- f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 9. Privacy.

Please review HMRI's Privacy Policy located at [www.hmri.org](http://www.hmri.org) for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

## 10. Warranty Disclaimer.

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND HYPERLINKED WEB SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HMRI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

#### **11. Limitation of Liability.**

HMRI AND ITS AFFILIATES, VENDORS, LICENSORS, AND OTHER THIRD PARTIES MENTIONED ON THE SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **12. Accuracy and Integrity of Information.**

Although HMRI attempts to ensure the integrity and accuracy of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform HMRI so that it can be corrected. Information contained on the Site may be changed or updated without notice.

#### **13. Links or Pointers to Other Sites.**

HMRI makes no representations whatsoever about any other Web site that you may access through this Site. When you access a non-HMRI site, please understand that it is independent from HMRI, and that HMRI has no control over the content on that Web site. In addition, a hyperlink to a non-HMRI Web site does not mean that HMRI endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk.

#### **14. Export, Import and Other Regulations.**

You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which you may access the Site regarding access, use, export, re-export and/or import of any Site content. You acknowledge and agree that you will not export or import any Site content to any country to which export or import is restricted under United

States law, that you are not a national of any such country, and that the Site content will not be used in the design, development, or production of nuclear, chemical or biological weapons.

**15. Choice of Law; Venue.**

These Terms and Conditions are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Any dispute, controversy or claim arising under, out of, in connection with or in relation to the Site or these Terms and Conditions will be resolved in Los Angeles, California. [The "California Consumer Privacy Act"](#). If any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. Additional regulation resources can be found in [General Data Protection Regulation \(GDPR\)](#)

**16. Entire Agreement.**

These Terms and Conditions, as may be amended from time-to time by HMRI, constitute the entire agreement between HMRI and you pertaining to the subject matter hereof. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages within this Site.