

The Brain Donor Project

WEBSITE TERMS & CONDITIONS OF USE

The terms and conditions provided below govern your use of www.braindonorproject.org and its features as well as any other Company branded or co-branded websites and applications (including sub-domains, international versions, widgets, mobile versions, and mobile apps) (the “Website”) operated by The Brain Donor Project (“Company”). By accessing and utilizing the Website, you agree, without limitation or qualification, to be legally bound by these terms and conditions. If you fail to comply with these terms and conditions, your permission to use the Website automatically terminates and we may terminate your use of the Website, block or otherwise bar you from future usage of the Website, and take any other action we deem necessary and appropriate, whether in law or in equity.

Company reserves the right to modify these terms and conditions from time to time, in our sole discretion, and any such changes are effective immediately upon posting to our Website.

1. **Use of the Website.** You agree not to use the Website for any action or communication that is unlawful, prohibited by these Terms and Conditions, false, misleading, intimidating, threatening, harassing, defamatory, obscene, indecent, infringing, unsolicited and commercial, soliciting the performance of any illegal activity, or infringing upon the rights of Company or any third party.

You agree not to interfere, or attempt to interfere, with the operations of the Website or to use any device or software that will interfere, or attempt to interfere, with the operations of the Website. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or any systems or networks connected to the Website. You agree not to distribute in any medium any part of the Website or use any part of the Website for commercial use except as authorized by these Terms and Conditions. You agree not to alter or modify, or attempt to alter or modify, any part of the Website except as authorized by these Terms and Conditions. Company may, in its sole discretion, monitor or review discussions, chats, postings, transmissions, bulletin boards, and other elements of the Website, but Company is under no obligation to do so and we do not assume any responsibility or liability arising from same.

You agree not to probe or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You agree not to take actions to seek or discover the information of other users of the Website or of Company’s customers except as authorized by these Terms and Conditions. You agree not to attempt to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website. You agree not to interfere or attempt to interfere with the use of the Website by other users.

2. **User Submissions to the Website.** Any communication (including advertisements) which you post or submit to the Website is considered to be non-confidential and public.

You retain all intellectual property ownership of your submissions. By posting communications to the Website, you automatically grant Company a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees.

You hereby represent and warrant that you are the sole author of any content (including advertisements) you post or submit to the Website, and that such content does not infringe upon the copyright or other intellectual property rights of any person or entity.

Company reserves the right to modify, edit, or delete any content on the Website, including user profiles and other content submitted by users.

3. **User Accounts and Security.** As a user of the Website, you may receive or establish an account (“Account”). You may give administrative access to an Account to up to four authorized representatives; however, you are solely responsible for choosing and designating your authorized representatives and maintaining the confidentiality and security of your Account, including all information necessary to access your Account. You should not reveal your Account information to anyone except your authorized representatives or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Company of any unauthorized use of your Account or any other breach of security. Company shall not be responsible for any claims, obligations, liabilities, costs, debt, expenses, losses, damages, charges, fees, or fines, including legal fees, accounting fees, business interruption damages, lost profits, and punitive, incidental, special, or consequential damages arising out of the authorized or unauthorized use of your Account, whether arising as a contract, negligence, tort, or other action.

In order to maintain the integrity of the account information on Company, you agree that: (i) you will not provide any false company or personal information on Company; (ii) you will not create an account for anyone other than your company, or yourself, without permission; (iii) if we suspend or close your account, you will not create another one without permission; (iv) you will keep your contact information accurate and up-to-date; and (v) you will not transfer your account (including any page you administer) to anyone without first getting our written permission.

4. **No Medical Advice.** Company provides general information and discussion about medicine, health and related subjects. The words and other content provided on this Website, and in any linked materials, are not intended and should not be construed as medical advice, and should not be relied upon in diagnosing, treating, preventing, or curing any illness, disease, or other medical condition. If the reader or any other person has a medical concern, he or she should consult with an appropriately licensed physician or other health care worker.
5. **Electronic Signatures and Contracts.** Your use of the Website includes the ability to enter into agreements and/or to make transactions electronically. YOU

ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

6. **Limitations on Liability.** The material on the Website may contain inaccuracies or typographical or other errors. Company makes no representations about the accuracy, reliability, completeness, or timeliness of the material on the Website. Use of the Website and any information contained therein is at your own risk. The content of the Website may or may not be periodically updated or revised at any time. These Terms and Conditions shall apply with equal force to any and all such updates or revisions.

COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS OR COMPUTER CODE THAT MAY BE TRANSFERRED TO YOUR COMPUTER WHEN DOWNLOADED. IF YOUR USE OF THE WEBSITE AND OF THE CONTENT CONTAINED THEREIN RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

The Website and its content are delivered on an “as-is” basis. Company reserves the right to change or discontinue any or all content or features of the Website or services offered through the Website without notice.

COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE AND ALL PRODUCTS OR SERVICES SOLD THROUGH THE WEBSITE. BY USING THE WEBSITE, YOU AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY FAILURE, MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE WEBSITE OR OF ANY CONTENT, FEATURE, OR SERVICE OFFERED THROUGH THE WEBSITE.

Company makes no warranty that the use of material or content displayed on the Website will not infringe upon the rights of third parties neither owned by nor affiliated with Company.

7. **Disclaimer of Damages.** IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT THERE IS NO SUCH LIABILITY EVEN IN THE EVENT THAT COMPANY IS NOTIFIED BEFOREHAND OF THE POSSIBILITY OF DAMAGES. YOU AGREE THAT THE LIABILITY, IF ANY, OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES,

AGENTS OR ITS AFFILIATES ARISING OUT OF ANY LEGAL CLAIM CONNECTED TO THE WEBSITE IS LIMITED TO THE AMOUNT YOU PAID COMPANY TO USE THE WEBSITE OR ITS SERVICES.

Some States do not allow such limitations of damages for certain legal categories, so the above limitation or exclusion may not apply to you or may be limited as per the laws and regulations of your State.

8. **Indemnity.** You agree to indemnify, defend and hold harmless the Cheeky Complexion Team and its agents from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses including, but not limited to, legal and accounting fees, resulting from your use or misuse of the Website or your breach of these Terms and Conditions.
9. **Copyrights and Trademarks.** Our Website is owned and operated by the Cheeky Complexion Team. The copyright and other proprietary rights and interests in the Website content are owned by the Cheeky Complexion Team, our affiliates, or someone who has granted the Cheeky Complexion Team a license to use the information or materials. You may view, download, print, and retain a copy of pages of the Website only for your personal use.

The trademarks, service marks, and logos displayed on our website are registered and common-law trademarks of the Cheeky Complexion Team, and others. No license or right to use any trademark contained on our website is granted to you and any use of any such mark contained on this website is expressly prohibited unless you obtain the prior written authorization to use such mark from the Cheeky Complexion Team or such other third party holder of the mark. If you have a specific question related to the marks on our website or a request for the use of such marks, please direct your inquires to the contact information listed below.

10. **Privacy.** Except as otherwise expressly provided for in these Terms, your use of the Website and provision of any information is subject to Company's Privacy Policy, which is expressly incorporated into these Terms and Conditions.
11. **Third Party Websites.** The Website may contain links to other websites, which may or may not be controlled, operated, affiliated or hosted by Company. Certain links are provided on the Website in order to provide visitors to our site with other points of interest or connections to our partners via the internet; the inclusion of any such link(s) on the Website does not mean nor should it be construed to mean such website is affiliated with Company, unless such affiliation is specifically stated. We make no representations or warranties, nor do we assume any responsibility with regard to any other website that you may access through the Website.
12. **Termination.** If you fail, or if the Cheeky Complexion Team suspects that you have failed to comply with any of the provisions of these Terms and Conditions, the Cheeky Complexion Team, at its sole discretion and without notice to you, may terminate, suspend and/or preclude your or any user's access to the Website (or any part thereof).

The Cheeky Complexion Team reserves the right to modify, suspend, or discontinue the Website (or any part or content thereof) at any time with or without notice to you, and the Cheeky Complexion Team will not be liable to you or to any third party should it exercise such rights.

13. **Governing Law.** These Terms and Conditions and any disputes arising out of or related to the use of the Website or these Terms and Conditions will be construed and governed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles. All actions brought to interpret or enforce any provision of these Terms and Conditions shall be brought in the federal or state courts located in or applicable to Cincinnati, Ohio, and each party agrees to waive any defense or claim of lack of personal jurisdiction, the inappropriateness of venue, or *forum non conveniens*.
14. **Dispute Resolution.** Any controversy arising out of or relating to the use of this Website or these Terms and Conditions may at the election of either party be settled exclusively and finally by arbitration. The arbitration shall be conducted in accordance with the commercial arbitration rules created by the American Arbitration Association. All submissions to arbitration shall be made within forty-five (45) days of the date upon which the controversy to be arbitrated arose. The arbitration shall be conducted before a sole arbitrator, and under no circumstance shall punitive damages be awarded in the arbitration. Any award rendered in such arbitration proceedings shall be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction.
15. **Entire Agreement.** These Terms and Conditions and the incorporated Privacy Policy represent the entire agreement between Company and you with respect to use of the Website. No agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by these Terms and Conditions.
16. **Contact/Address for Legal Notice.** All questions, comments and legal notices should be submitted to:

The Brain Donor Project

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