

Noonan Syndrome Foundation's Terms of Service

Terms of service (the "agreement") set forth the terms and conditions that apply to your use of the web site located at www.teamnoonan.org (the "site") and the services and materials offered thereon (the "service"), including e-mails as further described below, which are made available to you by the Noonan Syndrome Foundation. By using this site, and its service, you agree to the terms of this agreement, and the privacy policy for this site, just as if you had signed it. If you do not agree to be bound by this agreement, please discontinue your use of the service.

The service is a computer online service. It is accessible to you through a personal computer, or other access device at the Site using a communications connection (such as a modem and telephone or cable line). As part of the Service, you will be provided with services that may include information, editorial content, chat rooms, links to other web sites and other computer services that the Noonan Syndrome Foundation may decide to offer, subject to the terms hereof. The Noonan Syndrome Foundation may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to, (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems), (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use all or part of the Service, at any time in the Noonan Syndrome Foundation's sole discretion and without prior notice or liability. You are responsible for all charges (e.g., telephone) associated with connecting to the Service through an available access number. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the service. You certify that you are an individual (i.e., not a corporation).

The Service is owned and operated by the Noonan Syndrome Foundation and contains material that is derived in whole or in part from material supplied and owned by the Noonan Syndrome

Foundation and other sources. Copyright, trademark, and other applicable laws protect such material. Unless otherwise expressly provided, you may not modify or prepare derivative works based on any material from the service (“Material”), including but not limited to code and software, but you may copy and distribute white papers and other related publications on the Site provided that such distribution is made with full attribution to the Noonan Syndrome Foundation.

The Noonan Syndrome Foundation does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions or other statements made public at the site by visitors through the interactive services available at the site. Any information or material sent by visitors through such services, including advice and opinions, represents the views and is the responsibility of those visitors and does not necessarily represent the views of the Noonan Syndrome Foundation

3. Registration Rules and Guidelines

(a) Registration

Should the Noonan Syndrome Foundation choose to provide registration-based services, when you register to use these services, you will be required to provide certain information about yourself. You agree to provide true, accurate and complete information about yourself, and to update this information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if the Noonan Syndrome Foundation suspects that your information is untrue or inaccurate, not current, or incomplete, the Noonan Syndrome Foundation may, in its sole discretion, suspend or terminate your membership and refuse current or future access to the service. Any personal information supplied hereunder will be subject to the terms of our privacy policy.

(b) Passwords

Should the Noonan Syndrome Foundation provide to you a password that allows you to access certain parts of the service, you will be solely responsible for maintaining the confidentiality of the password and your account information, and are fully responsible for all activities that occur under your password or account. You agree that you will immediately notify the Noonan Syndrome Foundation of any

unauthorized use of your password or account, or any other breach of security, and that you will log off of the service at the end of each session to prevent fraud on your account by third parties.

(c) General

The Noonan Syndrome Foundation may choose to send you e-mails on a variety of topics - for example, informing you of information, letting you know of problems with the site or with services offered by the Noonan Syndrome Foundation, or presenting you with the opportunity to make donations or participate in fund-raising events or buy selected products and services. You may elect during registration to receive these e-mails, and you may stop receiving such e-mails at any time by sending an email to info@teamnoonan.org.

(d) Rules for Use of the Service

Conduct Required for Use of the Service

It is a condition of your use of the Service that you do not: (i) restrict or inhibit any other user from using and enjoying the service; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting nudity as herein defined; (iii) post or transmit comments containing harassing or offensive language, or engage in disruptive activities online; (iv) post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder; (v) post or transmit any information, software or other material that contains a virus or other harmful component; (vi) post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking; (vii) post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters"; (viii) solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or

participate in scams involving other users; (ix) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; (x) resell, redistribute, broadcast or transfer the information or use the information derived from the service in a searchable, machine-readable database; (xi) use the service to collect personally identifying information about users of the Service in violation of our Privacy Policy; (xii) disguise a file type to thwart the Noonan Syndrome Foundation detection processes; (xiii) post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; or (xiv) attempt to gain unauthorized access to other computer systems or networks connected to the service. You agree that you will not use the service, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. The Noonan Syndrome Foundation at its sole and absolute discretion shall determine whether any information transmitted or received violates this provision. You may not use any material in connection with any site or other use that contains or is associated with information or content prohibited by this section.

Monitoring

The Noonan Syndrome Foundation has no obligation to monitor the use of the service by members. You acknowledge and agree that the Noonan Syndrome Foundation reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our privacy policy. Use of the service constitutes consent to such monitoring. Furthermore, the Noonan Syndrome Foundation reserves the right at all times to disclose any information posted on any portion of the service as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in the Noonan Syndrome Foundation's sole and absolute discretion are objectionable or in violation of this agreement.

4. Disclaimer of Warranties

The Noonan Syndrome Foundation may provide access to information or resources related to the cause, diagnosis, or treatment of Noonan Syndrome. Such materials are provided for your references only and do not constitute medical advice or an endorsement of any clinical or therapeutic methods, treatment, service, or organization. The Noonan Syndrome Foundation is not responsible for the content produced by or the services rendered by any third party that is referenced or to which access may be provided via the service. The Noonan Syndrome Foundation has provided links and articles to Internet sites maintained by third parties and may from time to time provide third party materials on the service. The Noonan Syndrome Foundation does not operate or control in any respect any information, products, or services on these third party sites. The service, the materials and products available in or accessible through the service, and the third party site are provided “as is” and, to the fullest extent permissible pursuant to applicable law, the Noonan Syndrome Foundation disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement, and warranties implied from a course of performance or course of dealing. The Noonan Syndrome Foundation does not warrant that the functions contained in such materials and products, or in the service, will be uninterrupted or error-free, will be available for use, that defects will be corrected, or that the service, including the storage services and their contents, or the server that makes them available, are free of viruses or other harmful components. The Noonan Syndrome Foundation does not warrant or make any representations regarding the use, or the results of the use, or the materials in the service or in third party sites or the services provided by third parties provided by the third parties in terms of their accuracy timeliness, reliability, completeness or otherwise.

You assume all risk of errors and/or omissions in the service, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the service, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations

or analyses of the information provided hereunder. You acknowledge and agree that your use of the service, and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. Except to the extent otherwise expressly provided by law, you assume responsibility for the entire cost of all necessary maintenance, repair, or correction to your computer and other property.

5. Limitation of Liability

In no event shall the Noonan Syndrome Foundation be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with the use of the service or with the delay or inability to use the service or otherwise arising out of the use of the service, whether based on contract, tort, strict liability or otherwise, even if the Noonan Syndrome Foundation has been advised of the possibility of damages. This waiver applies, without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, file corruption, communication- line failure, network or system outage, theft, destruction, unauthorized access to, use of any record. You specifically acknowledge and agree that the Noonan Syndrome Foundation shall not be liable for any defamatory, offensive, or illegal conduct of any user of the service. Some states do not allow limitations of how long implied warranty last, so the above limitation may not apply to you. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

6. Indemnification

You agree to defend, indemnify and hold harmless the Noonan Syndrome Foundation and its leadership team, directors, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent

or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

7. Termination

The Noonan Syndrome Foundation may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Service, or remove and discard any communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Service with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Service, (iii) any other access or use of the Service except as expressly provided in this Agreement, (iv) any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Service, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Service, or (vi) failure to use the Service or portion thereof on a regular basis. You may terminate your registration hereunder upon thirty day (30) written notice by you to the Noonan Syndrome Foundation of your intent to terminate this Agreement. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which the Noonan Syndrome Foundation may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will automatically terminate and immediately revert to the Noonan Syndrome Foundation and its licensors.

8. Modification

The Noonan Syndrome Foundation reserves the right, in its sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Service, via e-mail or any other reasonable means. Continued use of the Service by

you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

9. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law. This Agreement is personal between you and us, and no one shall be a third party beneficiary to this Agreement. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in New York, New York, U.S.A., regarding any and all disputes relating to this Agreement or your use of the Service. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by the Noonan Syndrome Foundation to provide the Service hereunder. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of the Noonan Syndrome Foundation. Any assignment of the foregoing other than as provided for in this section shall be null and void. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service or access to the Service. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.