



# TERMS OF SERVICE

Welcome to CD Link!

Please read these terms and conditions of use (“Terms”) carefully. These Terms are a binding agreement between you (“you”) and CureDuchenne, a 501(c)(3) non-profit organization with a mission to improve and extend the lives of children and young adults with Duchenne muscular dystrophy (“CureDuchenne”, “we” or “our” or “us”) which owns and operates CureDuchenne Link (“CD Link”). These Terms govern your use of the CD Link Application (the “App”) and the CD Link Website (CureDuchenneLink.org) and any other related subdomains and software applications contained in such site (collectively, the “Site”) (together the App and Site shall be referred to as the “Services”). Users are referred to in these Terms as “you” and “your”.

BY USING THE SERVICES, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS (WHETHER OR NOT YOU TAKE ANY ADDITIONAL ACTION TO CONFIRM YOUR AGREEMENT, SUCH AS BY CLICKING “I AGREE”). IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES.

Please note that these terms may be modified from time to time.

## 1. No Medical Advice

**WE DO NOT PROVIDE MEDICAL ADVICE OR SERVICE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

The information, files, documents, text, photographs, images, audio, messages, and any materials accessed through or made available for use or download through the Services (“Content”), including, without limitation, any information about diseases, conditions, treatments, medicines or personal experiences, are for informational purposes only. The Content is not intended to be and is not a substitute for professional medical advice, diagnosis, or treatment. Nothing on the Services should be construed as the giving of advice or the making of a recommendation regarding any decision or action related to your health or the health of others. We do not monitor or authenticate the information contained on the Services for accuracy, safety, or reliability. Inclusion of Content on the Services does not mean that we support or recommend a specific treatment, drug, physician, test, or other information on the Services. Any reliance on such Content is solely at your own risk. You should consult a doctor or other qualified

healthcare professional regarding any questions you have about your health or before making any decisions related to your health or wellness. Please thoroughly review the information provided on the Services before deciding whether any of the products, services or treatments mentioned are right for you or others. WE CARE GREATLY ABOUT YOUR WELL-BEING, SO PLEASE CALL YOUR DOCTOR OR 911 IMMEDIATELY IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY OR FEEL YOUR LIFE IS IN DANGER. ALL MENTIONS OF SUICIDE, SUICIDAL THOUGHTS, SELF-HARM, OR ANY OTHER BEHAVIOR THAT CAUSES CONCERN ABOUT YOUR IMMEDIATE SAFETY AND VIEWED BY CUREDUCHENNE WILL RECEIVE A RESPONSE DIRECTING YOU TO THE FOLLOWING SUICIDE HELPLINES:

**National Suicide Prevention Lifeline (US):** 1-800-273- 8255,

<https://suicidepreventionlifeline.org/>

**Samaritans (UK):** 116 123, <http://www.samaritans.org/>

**International directory of helplines:** <http://www.befrienders.org/directory>

## 2. Accessing the Services

To register with the Services, you may be asked to provide certain registration details or other information, all of which is governed by our Privacy Policy. By registering with us, you represent and warrant that all registration information you submit, including without limitation, your first and last name, email address, telephone number, demographic information, and all other information that you provide is completely accurate.

We reserve the right to withdraw or amend the Services, in our sole discretion, without notice. We will not be liable to you if, for any reason, any part of the Services are unavailable for your access or use at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Services including internet connectivity and access to appropriate devices for such access.

## 3. Appropriate and Lawful Use of Services

- You are responsible for all activity that occurs in and through your account. You agree that you will not give any of your account credentials to anyone for purposes allowing them to use the Services on or for their own behalf. We prohibit you from allowing another person to use the Services for their own purposes through your account.
- You agree to take all necessary reasonable steps to ensure that no unauthorized person shall have access to your account credentials, or account.

- You agree not to use the Services or the content available through the Services:
  - a) in violation of these Terms or any Law;
  - b) to post or upload information or content that is false, inaccurate, or misleading;
  - c) to transmit or display any material that is illegal, abusive, graphically distressing, inflammatory, profane, threatening, hateful, tortious, defamatory, discriminatory, obscene, sexually explicit or contains pornography, libelous, invasive of another's privacy, hateful, or otherwise objectionable or offensive, or to harass or harm CureDuchenne, another entity or another individual;
  - d) to infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any party;
  - e) to transmit any unsolicited or unauthorized advertising or promotional materials;
  - f) to transmit any material that contains adware, malware, spyware, software viruses, or any other harmful code;
  - g) to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
  - h) to interfere with or disrupt any of the Services or any software, hardware, telecommunications equipment or networks used by us;
  - i) disparage or injure the reputation or goodwill of CureDuchenne, or any of their respective officers, directors, or employees;
  - j) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
  - k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services or
  - l) interfere with other users' use and enjoyment of the Services (for example, by spamming, soliciting or overly promoting personal interests or sharing users' information with third parties); or
  - m) to use any information from the Services if such information appears on a page that is only accessible by registered users (including Interactive Areas, defined below) (1) in any press releases or news articles or reports, or (2) for any commercial purpose, in each case, without our prior written approval.
- You are prohibited from violating or attempting to violate the security of the Services, including, without limitation:
  - a) accessing data not intended for such users or logging onto a server or an account which users are not authorized to access;
  - b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
  - c) accessing or using the Services or any portion thereof without authorization, in violation of these Terms or in violation of Law. Violations

of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting people who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of any Services or any activity being conducted on any Services.

- We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates these Terms, including without limitation, removing the offending content from the Services, suspending or terminating the access of such violators to the Services and reporting violations to the law enforcement authorities.
- By using such features, you acknowledge and agree that the information contained in the Services is intended solely for general informational purposes and are not intended nor implied to be a substitute for professional medical advice relative to any specific medical condition. We do not guarantee monitoring or authentication of the information contained in the Services. By submitting communications or content, you agree that such submission is non-confidential for all purposes. For purposes of clarification, but not limitation, you agree that each of the following actions shall constitute a material breach of these Terms: impersonating another person or entity, misrepresenting yourself or your credentials, allowing any other person or entity to use your identification for posting or viewing Content, posting excessively or “spamming” or “flaming” or “inciting discord” or “selling products or remedies” or otherwise engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Services.

#### **4. Related Agreements and Policies**

- **Privacy Policy.** You agree that we may use any information we obtain about you in accordance with our Privacy Policy, which may be found at: [https://cureduchennelink.org/CDLINK\\_privacy\\_policy.pdf](https://cureduchennelink.org/CDLINK_privacy_policy.pdf) the “Privacy Policy”). These Terms incorporate by reference the terms and conditions of the Privacy Policy.
- **Additional Terms.** Some of the Services, or portions of the Services, may be subject to additional terms (“**Additional Terms**”), which will be described in separate policies posted on the applicable portions of the Services. The Additional Terms will supplement these Terms and will control over any conflict between the Additional Terms and these Terms with respect to the Services, or portions thereof, subject to the Additional Terms.

#### **5. Our Content and Proprietary Rights**

- As between you and us, CureDuchenne shall own all content developed or acquired by us, (“**Our Content**”), including but not limited to our selection and arrangement of third party content. Our Content is protected

under United States and international copyright Laws and is subject to other intellectual property and proprietary rights and Laws. In addition, the “CureDuchenne Link”, “CD Link” “CureDuchenne”, and other CureDuchenne names, logos and materials displayed in or through the Services constitute registered and unregistered trademarks, trade names, service marks, or logos of CD Link and the “CureDuchenne”, names and logos, as well as certain other CureDuchenne names, logos, and materials displayed in or through the Services constitute registered and unregistered trademarks, trade names, service marks, or logos of CureDuchenne (the “**CD Marks**” and collectively with the marks, logos, names of our content providers, partners, collaborators, endorsers or other entities, the “**Marks**”). Ownership of the Marks and the goodwill associated with them remains with us (as applicable) or those other entities. You are not authorized to use any of Our Content or the Marks other than as expressly provided in these Terms or as expressly licensed to you. You must abide by all rights notices, information, or restrictions contained in or attached to any of Our Content and must not remove any Marks, copyright, or other notice from the Services or any of Our Content.

- The technology and software underlying the Services is CureDuchenne’s property (the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein related to the Software are reserved by CureDuchenne. Any rights not expressly granted herein (except as related to the Software) are reserved by CureDuchenne.

## 6. User Content

- Your Content. If you submit information or material through any means (collectively, “Your Content”) to the Services, you acknowledge and agree that you are solely responsible for any of Your Content. You expressly grant us and our sublicensees the right to use Your Content. You also acknowledge and agree that Your Content may be viewable by other users in a de-identified and aggregate format. You represent and warrant that:
  - a) you own or otherwise control all of the rights to the content that you post, including any intellectual property or other proprietary rights;
  - b) Your Content is accurate;
  - c) neither Your Content nor your posting or submission of Your Content violates any of these Terms, including without limitation the prohibitions on use of the Services set forth above; and
  - d) neither Your Content nor your posting or submission of Your Content will cause injury to any person or entity, including any privacy or security risk. To the maximum extent permitted by Law, We have no responsibility

for any of Your Content or the consequences of your sharing any of Your Content with others. We have the right but not the obligation to monitor and edit or remove any content from the Services in our sole discretion without notice or consent.

- **Notice and Takedown Procedures / Copyright Agent.** If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access thereto) from the Services by contacting our copyright agent by using the contact information provided below in the Contact Us section and providing the following information:
  - Identification of the copyrighted work that you believe to be infringed.
  - Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material. Your name, address, telephone number and (if available) e-mail address.
  - A statement that you have a good faith belief that use of the materials, for which the complaint derives, is not authorized by the copyright owner, its agent, or the law.
  - A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.
  - A signature or the electronic equivalent from the copyright holder or authorized representative. Our agent for copyright issues relating to this website is the contact indicated at the end of these Terms of Use.
  - If any content that you submitted has been removed as a result of a notification as described above and you believe that such content was posted lawfully, please contact us about our counter-notification procedure through which you can dispute the allegation and request re-posting of the content at issue.
- **Feedback.** If Your Content includes any suggestions, ideas, or other feedback about us, the Services, or our products or other services/offerings (your “**Feedback**”): (i) you grant us all necessary rights to use your Feedback; (ii) you acknowledge and agree that we are free to use and otherwise act on your Feedback with no financial, credit, or other obligation whatsoever to you, but we are not obligated to use your Feedback in any way; (iii) you acknowledge and agree that we are not obligated to keep your Feedback confidential other than as set forth in the Privacy Policy; and (iv) you represent that your Feedback is entirely your original work.

**7. Indemnity and Release.**

You agree that you will release, indemnify and hold harmless CureDuchenne, our respective affiliates (if any), and our or their respective content providers, suppliers, distributors, or customers, and any of our or their respective officers, directors, employees, contractors, representatives, or agents (collectively, the “**Indemnified Parties**”) for any and all claims, actions, losses, damages and expenses (including attorneys’ fees) arising out of or resulting from: (i) your use of the Services, (ii) Your Content, (iii) your connection to the Services, (iv) your violation of these Terms, (v) or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

**8. Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOU ASSUME COMPLETE RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND OUR CONTENT, . THE SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE INDEMNIFIED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES, OUR CONTENT, ANY THIRD PARTY CONTENT, OR ANY THIRD PARTY SERVICES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE). IN PARTICULAR, THE INDEMNIFIED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION OR OTHER CONTENT OBTAINED OR VIEWED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT YOUR ACCESS TO THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. THE INDEMNIFIED PARTIES DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. THE INDEMNIFIED PARTIES DISCLAIM ALL EQUITABLE INDEMNITIES

**9. Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN

CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PERSONAL INJURY/WRONGFUL DEATH, PUNITIVE, OR EXEMPLARY DAMAGES, (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO AS A RESULT OF: (A) YOUR USE OF OR INABILITY TO USE THE SERVICES, (B) ANY OF OUR CONTENT, ANY THIRD PARTY CONTENT, OR ANY THIRD PARTY SERVICES AVAILABLE THROUGH THE SERVICES OR (C) ANY LOSS OF DATA. SHOULD ANY INDEMNIFIED PARTIES BE FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY NOTWITHSTANDING THE FOREGOING, SUCH LIABILITY WILL NOT EXCEED \$100.00 IN THE AGGREGATE.

#### **10. Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable Law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of liability of the Indemnified Parties will be the minimum permitted under such applicable Law.

#### **11. Refusal of Service; Modification of Services; Termination**

We reserve the right to refuse service, disable or prohibit logins, remove or edit content, limit access to content, or modify or discontinue the Services or features on the Services in our sole discretion. We may terminate, suspend, or modify your access to all or part of the Services, without notice, if you violate these Terms or you engage in any conduct that we, in our sole and absolute discretion, believe is in violation of any applicable Law or is otherwise harmful to the interests of us, any other user of the Services, or any third party.

#### **12. Modifications to Terms**

We may update or change any of the terms and conditions contained in these Terms at any time and in our sole discretion, by posting on the "Terms of Use" page of the Services or emailing to you at the email address you provided to us a change notice or a revised set of Terms. If any modification is unacceptable to you, your only recourse is to terminate your use of the Services. Your continued use of the Services following our posting or emailing of a change notice or revised Terms as provided in this section will constitute your binding acceptance of the change.

#### **13. Disputes**

These Terms and the relationship between us will be governed by the Laws of the State of California as applied to agreements made, entered into, and



performed entirely in California. All lawsuits arising out of or relating to these Terms or your use of the Services will be brought in the Federal or State courts located in California. We and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You may only resolve disputes with us on an individual basis and may not bring and expressly waive bringing a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF YOUR USE OF THE SERVICES OR THESE TERMS.

#### **14. Electronic Communications Notice**

When you use our Services or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable Services. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you understand and acknowledge that you must have the means and equipment for such retention. We are not responsible for providing you any equipment, hardware or software needed for such retention. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our Services

#### **15. Mobile Services**

The Services may include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device and (ii) the ability to browse the Services from a mobile device (collectively, the "Mobile Site"). To the extent you access our Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain elements of the Mobile Site may be prohibited or restricted by your carrier, and not all aspects of the Mobile Site may work with all carriers or devices. By using the Mobile Site, you agree that we may communicate with you by electronic means and that certain information about your usage of the Mobile Site may be communicated to us.

#### **16. Miscellaneous**

These Terms, together with the Privacy Policy, Code of Conduct and any Additional Terms constitute the entire and exclusive agreement between us with respect to their subject matter, and govern your use of the Services, superseding any prior agreements or negotiations between us with respect to that subject matter. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to our intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect.

**Contact Us.** Should you have any questions regarding the Terms please feel free to reach out to us via email at [CDLink@CureDuchenne.org](mailto:CDLink@CureDuchenne.org) or via our toll-free number: (888) 235-4655.

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