

## **CFFTI Web Site User's Agreement**

### **1. Acceptance of Terms**

Cystic Fibrosis Foundation Therapeutics, Inc. ("CFFTI"), an affiliate of the Cystic Fibrosis Foundation, provides access to this web site (the "Site") subject to your acceptance of the following User Agreement ("Agreement") that may be updated by CFFTI from time to time without prior notice to you. By accessing or using the Site, you agree to be bound by the terms of this Agreement. This Agreement was last revised on **3/26/2001**. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, codes of conduct or other contractual provision as noted. In the event of a conflict between any other agreement, rule, or terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this User Agreement please contact CFFTI at [CFFTIHELP@CFE.ORG](mailto:CFFTIHELP@CFE.ORG) before using the Site.

### **2. Use of the Site.**

You understand that, except for information, products or services clearly identified as being supplied by CFFTI, CFFTI does not operate, control or endorse any information, products or services on the Internet in any way. Except for the CFFTI-identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with CFFTI. You also understand that CFFTI cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

### **3. Privacy**

You agree that you have read and understand the terms of CFFTI's privacy [policy](http://cfgenomics.unc.edu/priv_policy.pdf) at [http://cfgenomics.unc.edu/priv\\_policy.pdf](http://cfgenomics.unc.edu/priv_policy.pdf). You acknowledge that the Site may link to other sites not controlled by CFFTI and that the collection of your data by these sites is outside the scope of CFFTI's control. CFFTI reserves the right to monitor your use of the Site.

**4. RISK; INTERNET USE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.**

**5. NO WARRANTIES. CFFTI DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER**

(INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, ANY MERCHANDISE, INFORMATION OR SITE PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND CFFTI SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICES AND INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. CFFTI DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND ANY SOFTWARE OR INFORMATION MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **6. System Outages**

CFFTI periodically schedules system downtime for maintenance and other purposes. Unplanned system outages may also occur. CFFTI shall have no liability whatsoever for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, nondelivery of listings or other information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

## **7. Indemnification**

You agree to indemnify, defend and hold CFFTI and its affiliates, officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney's fees) resulting from (i) your use, misuse or abuse of the Site, or (ii) your breach of any provision of this Agreement.

## **8. Intellectual Property**

The entire contents of the Site are the property of CFFTI and/or its affiliates or partners, and are protected by federal and international copyright and trademark laws. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use. No portion of the materials on these pages may be reprinted, republished, modified, or distributed in any form without the express written permission of CFFTI. You may not, and this Agreement does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to the Site. Certain content is licensed from third parties and all such third party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Site or its content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by CFFTI.

## **9. Electronic Signatures**

CFFTI and you both agree that any document, including this Agreement, which is transmitted or received by electronic transmission by either party shall be treated in all manner and respects as an original signed document where sufficient indicia of acceptance by the respective party exists. Accessing the Site constitutes acceptance of this Agreement by you. CFFTI and you further agree that by entering this Agreement both parties shall agree to accept electronic signatures or other reasonable electronic indicia as forms of acceptances. Such indicia of acceptance shall be considered for these purposes as an original signature and any such electronic transmission shall be considered to have the same binding legal effect as an original signed document. You agree that you shall not raise electronic transmission or electronic signatures as a defense to this Agreement or the binding nature thereof or in any matters related to the Agreement, and you agree to waive such defense.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law.

## **11. Severability**

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

## **12. Headings**

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

## **13. No Waiver**

Any delay or failure by you or CFFTI, at any time or times, to require performance of any provision hereof shall in no manner affect your or CFFTI's right at a later time to enforce such provision. No delay or failure of you or CFFTI in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

## **14. Entire Agreement, Updates and Modifications**

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between CFFTI and you pertaining to the subject matter hereof.

In its sole discretion, CFFTI may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any

modified terms and conditions. If you have any questions about this Agreement, contact us at [CFFTIHELP@CFF.ORG](mailto:CFFTIHELP@CFF.ORG).

#### **15. Assignment**

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of CFFTI. CFFTI may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

#### **16. Third Party Beneficiary Rights**

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

#### **17. Relationship**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement between you and CFFTI. At no time does CFFTI take title to, or responsibility for, any products sold and purchased through this site.

#### **18. System Integrity**

You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site including but not limited to unsolicited e-mail (i.e. "Spam").