

## TERMS OF USE

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### SCOPE

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**Please read the Terms of Use and Medical Terms of Use carefully before you start to use the Media.** By using the Media or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Medical Terms of Use, incorporated herein by reference. If you do not want to agree to these Terms of Use, you must not access or use the Media.

This website and the Media is offered and available to users who are 19 years of age or older and reside in the United States. By using the Media, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Media. We may change the Terms of Use and Medical Terms of Use from time to time at our sole discretion. We will post those changes on this website to inform you of our policies regarding information we gather and how we may use or disclose such information. Please check back regularly for updates.

If you have any questions or concerns about our Terms of Use, please contact us as indicated on this website.

### PERSONAL IDENTIFICATION INFORMATION

We may request personal identification information from you (such as your name, street address, telephone number, credit card number, e-mail address and/or any other identifier that permits the physical or online contacting of you) in connection with your use of, participation in, or registration for the Media, and in connection with other activities, services or resources we make available on any of our Media. In all these cases, we may collect personal identification information from you.

We may also use cookie technology and Web beacons to improve your experience of these activities, including to remember your preferences, customize the content and advertisements that you see, or authenticate your access to your personal information. In addition, in the event that your personally identifiable information is requested as part of our surveys or promotions, such personally identifiable information may be added to your registration profile information, if applicable.

We may also use personal identification information for internal or external marketing and promotional purposes. On occasion, for example, we may send you e-mails to introduce an event, product or service that we think might be of interest to the users of our Media. You may choose to "opt out" at any time, even after you have provided personal information, by following the procedures set forth below at the end of these Terms of Use and at the bottom of certain correspondence you may receive from us.

We have exceptions to these policies, including but not limited to: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order, including civil subpoena or discovery request. We will also release specific information in special cases, such as if there is an attempted breach of the security of the

Media or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. We may provide access to your personally identifiable information to our contractors who are performing services for us in connection with the Media or the services that you have requested.

In addition, if we run any contests or promotions, we may collect personal identification information from you in connection with the same. We will share this information with necessary third parties for the purpose of carrying out the contest or promotion. Your participation in the contest, special offer or promotion constitutes your consent to such disclosure and use of such information.

Further, the information you enter when making a purchase or donation will be shared with payment processors and your credit card company to authorize payments. Such information may also be shared with necessary third parties for the purpose of carrying out the transactions.

Please note that if you give out personal information online—for example, on one of our message boards or chat rooms—that information can be collected and used by third parties. Although we strive to protect our users’ privacy, we cannot guarantee the security of information you post in these forums and have no control over how such third parties may use your information. You disclose such information at your own risk.

You are responsible for maintaining the confidentiality of your information and password for any password protected components of the Media. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password.

#### **NON-PERSONAL IDENTIFICATION INFORMATION**

We collect non-personal identification information through the use of, without limitation, the following types of methodology:

- a. **Cookie technology:** A “cookie” is an element of data that a website can send to your browser, which may then store it on your system.
- b. **IP address tracking:** An IP address is a number that is assigned to your computer when you are on the Internet. When you request pages from our websites, our servers log your IP address.
- c. **Web beacons:** A Web beacon, or “clear gif,” is a small graphic image on a webpage or Web-based document that a website can use to determine information about a user.

Nonpersonal identification information might include the browser you use, the type of computer you use and technical information about your means of connection to the Media, such as, for example, the operating systems and the Internet service providers utilized and other similar information. Our systems may also automatically gather information about the areas you visit and search terms you use on our Sites and about the links you may select from within our Sites to other areas of the Web or elsewhere online.

We use such information for our business purposes and, in particular, primarily to administer the Media and to understand how our users as a group use the services and resources. We may share any of this information with our partners, suppliers, and other third parties.

We may use a proprietary advertising server to display ads in our Media. In addition, advertisers may elect to use third-party advertising companies to serve ads onto our Media. Some of our advertisers may display ads on our Sites that may use cookie technology or Web beacons to (i) identify nonpersonal information about our users (such as connection speed, browser, and country of origin) and (ii) track user behavior within our Media. Advertisers generally use such information to customize the display of ads within our Media.

## PRIVACY OF CHILDREN

We understand that young people need special safeguards and privacy protection. We strongly urge all parents to participate in their children's exploration of the Internet and any online services and to teach their children about protecting their personal information while online. Some pages of this website may contain content suitable for adults and not for children. The Media are not directed to children under the age of 13. We will not knowingly collect personally identifiable information from children under 13.

We may, at our discretion, require users under 19 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions and not to help anyone avoid these restrictions. For more information on protecting your privacy, please visit [www.ftc.gov/privacy](http://www.ftc.gov/privacy).

## COPYRIGHT INFRINGEMENT

If you believe that any user contributions violate your copyright, please email us at [info@letsthinkonitnow.com](mailto:info@letsthinkonitnow.com) for instructions on sending us a notice of copyright infringement.

## INTELLECTUAL PROPERTY RIGHTS

The Media and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material within or on the Media, except as follows:

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- c. You may print or download one copy of a reasonable number of pages of the Media for your own use and not for further reproduction, publication or distribution.
- d. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by our end user license agreement for such applications.
- e. If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

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## CONTENT STANDARDS

These content standards apply to any and all contributions and use of interactive services. User contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, user contributions must not:

- a. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright or other intellectual property, or other rights of any other person.
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Medical Terms of Use.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- h. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- i. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- j. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## LINKING TO THE MEDIA AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Media may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on this website, (b) send e-mails or other communications with certain content, or links to certain content, or (c) cause limited portions of content on the Media to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: (a) establish a link from any website that is not owned by you, (b) cause the Media or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site, (c) link to any part of the Media other than the homepage, or (d) otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use and Medical Terms of Use.

The Media from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with

us in causing to cease immediately any unauthorized framing or linking. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## **PROHIBITED USES**

You may use the Media only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Media:

- a. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- c. To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use and Medical Terms of Use.
- d. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam", or any other similar solicitation.
- e. To impersonate or attempt to impersonate us, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Media, or which, as determined by us, may harm us or users of the Media or expose them to liability.

Additionally, you agree not to:

- g. Use the Media in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Media, including their ability to engage in real time activities through the Media.
- h. Use any robot, spider, or other automatic device, process or means to access the Media for any purpose, including monitoring or copying any of the material on the Media.
- i. Use any manual process to monitor or copy any of the material on the Media or for any other unauthorized purpose without our prior written consent.
- j. Use any device, software, or routine that interferes with the proper working of the Media.
- k. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- l. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Media, the server on which the Media is stored, or any server, computer, or database connected to the Media.
- m. Attack the Media via a denial-of-service attack or a distributed denial-of-service attack.
- n. Otherwise attempt to interfere with the proper working of the Media.

## **ACCESSING THE MEDIA AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Media, in our sole discretion without notice. We will not be liable if for any reason all or any part of

the Media is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Media, or all of the Media, to users, including registered users. You are responsible for (a) making all arrangements necessary for you to have access to the Media and (b) ensuring that all persons who access the Media through your internet connection are aware of these Terms of Use and Medical Terms of Use and comply with them.

To access the Media or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Media that all the information you provide on the Media is correct, current, and complete. You agree that all information you provide to register with this website or otherwise, including, but not limited to, through the use of any interactive features on the Media, is governed by these Terms of Use and our Medical Terms of Use, and you consent to all actions we take with respect to your information consistent with our Terms of Use and Medical Terms of Use.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Media or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, account, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **TRADEMARKS**

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## **USER CONTRIBUTIONS**

The Media may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "interactive services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "user contributions") on or through the Media. All user contributions must comply with the Content Standards set out in these Terms of Use.

Any user contribution you post to the site will be considered non-confidential and non-proprietary. By providing any user contribution on the Media, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that (a) you own or control all rights in and to the user contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, and (b) all of your user contributions do and will comply with these Terms of Use and our Medical Terms of Use. You understand and acknowledge that you are responsible for any user contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any user contributions posted by you or any other user of the Media.

## **MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- a. Remove or refuse to post any user contributions for any or no reason in our sole discretion.
- b. Take any action with respect to any user contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such user contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Media or the public, or could create liability for us.
- c. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d. Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Media.
- e. Terminate or suspend your access to all or part of the Media for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Media. YOU WAIVE AND HOLD HARMLESS US AND OUR MEMBERS, OFFICERS, MANAGERS, OWNERS, AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

HOWEVER, WE CANNOT AND DO NOT UNDERTAKE TO REVIEW MATERIAL BEFORE IT IS POSTED ON THE MEDIA, AND CANNOT ENSURE PROMPT REMOVAL OF OBJECTIONABLE MATERIAL AFTER IT HAS BEEN POSTED. ACCORDINGLY, WE ASSUME NO LIABILITY FOR ANY ACTION OR INACTION REGARDING TRANSMISSIONS, COMMUNICATIONS OR CONTENT PROVIDED BY ANY USER OR THIRD PARTY. WE HAVE NO LIABILITY OR RESPONSIBILITY TO ANYONE FOR PERFORMANCE OR NONPERFORMANCE OF THE ACTIVITIES DESCRIBED IN THIS SECTION.

## **RELIANCE ON INFORMATION POSTED**

We do not warrant the accuracy, completeness, or usefulness of any information presented on the Media. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Media, or by anyone who may be informed of any of its contents. We provide no legal, accounting, tax, or benefits advice, or any other advice by or through the Media.

## **CHANGES TO THE MEDIA**

We may update the content in the Media from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Media may be out of date at any given time, and we are under no obligation to update such material. Additional terms and conditions may also apply to specific portions, services or features of the Media. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use

## **LINKS TO OTHER SITES**

Users will find advertising or other content in our Media that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors, and other third parties. We do not control the

content or links that appear on these sites. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies or no policy at all. We encourage you to review the privacy policies of any third-party sites or services before providing any of them with your personal information.

## **SECURITY POLICY**

Protecting your privacy and your information is important. We cannot guarantee that the security measures we have taken will completely bar unauthorized access to your information, and by using the Media you assume this risk.

## **DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Media will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE MEDIA OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE MEDIA OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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## **LIMITATION ON LIABILITY**

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## **INDEMNIFICATION**

You agree to defend us, indemnify us, and hold us harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Media, including, but not limited to, your user contributions, any use of the Media's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Media.

## **ACCESS TO/CORRECTION OF INFORMATION**

If you would like to review any personal information we have retained about you in our database, please send us an e-mail request for this information at [info@letsthinkonitnow.com](mailto:info@letsthinkonitnow.com). To help us address your request, please specify which information you wish to review. Once you have reviewed this information, at your request, we will correct personal information about you that you state is erroneous. To request such a correction, please send an e-mail to [info@letsthinkonitnow.com](mailto:info@letsthinkonitnow.com). You should be aware, however, that it is not always possible to completely remove or modify information in the Media and on our databases and servers, although we will generally make reasonable efforts to do so upon your request. Please also understand that due to the volume of traffic in the Media and correspondence received, we cannot make any representations about the timeliness of the making of such modifications. In addition, we are unable to modify your information in the records of any third party who has been provided with your information.

## **CONSENT TO TRANSFER**

The Media are operated in the United States. If you are outside of the United States, please be aware that any information you provide to us will be transferred to the United States. By using our website, participating in any of our services and/or providing us with your information, you consent to this transfer.

## **ENTIRE AGREEMENT**

The Terms of Use and Medical Terms of Use constitute the sole and entire agreement between you and the Company with respect to the Media and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Media.

## **WAIVER AND SEVERABILITY**

No waiver by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated

only if required by such court, or modified in a manner to comply with such court's order. Such modifications, if any, shall be the minimum required to comply with the court's decision or order, such that the remaining provisions of the Terms of Use will continue in full force and effect.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE MEDIA, OR ANY PRODUCTS OR SERVICES RELATED THERETO OR OBTAINED THEREFROM, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**APPLICABLE LAW, VENUE, ARBITRATION**

All matters relating to the Media and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Media shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama (in each case located in the City of Birmingham and County of Jefferson), although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

At our sole discretion, we may require you to submit any disputes arising from the use of these Terms of Use or the Media, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Alabama law. All arbitration will take place in Birmingham, Alabama.

**YOUR ACCEPTANCE OF THESE TERMS**

By using any of the Sites, you signify your acceptance of these Terms of Use, our Medical Terms of Use, your promise to comply with the representations you make and contained herein and therein, and your understanding of the scope and limitations of the protections provided under the Terms of Use and Medical Terms of Use. If you do not agree to these policies, please do not use the Media. Your continued use of the Media following the posting of changes to these terms will mean that you accept those changes.