

TERMS OF SERVICE

TERMS AND CONDITIONS OF USE OF CHRISTIE CLINIC WEBSITES

By accessing or using any of the Christie Clinic ("Christie") Internet properties including, without limitation, www.Christieclinic.com any others released by the Christie Clinic from time to time (collectively referred to as the "Christie Clinic websites") you agree to comply with and be bound by these Terms of Use. Please read these Terms of Use carefully as well as the Christie Clinic's Privacy Policy and Patient Rights and Responsibilities, which are incorporated by this reference. **If you do not agree to these Terms of Use, the Privacy Policy and Patient rights and responsibilities, you must immediately terminate your use of the Christie Clinic websites.**

You may print or save a copy of these Terms of Use for your records.

1. **License Grant.** You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Christie Clinic websites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the Christie Clinic websites and the Christie Clinic Content (as defined below) for your noncommercial personal use and for no other purpose. The Christie Clinic reserves the right to bar, restrict or suspend any user's access to the Christie Clinic websites, and/or to terminate this license at any time for any reason. The Christie Clinic reserves any rights not explicitly granted in these Terms of Use.

2. **License Restrictions.** Unless otherwise expressly stated in these Terms of Use or you receive the Christie Clinic's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Christie Clinic websites, any Christie Clinic Content (as defined below), or any portion thereof. Further, you may not (i) use the Christie Clinic websites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Christie Clinic websites, including Christie Clinic Content; (ii) interfere with the proper working of the Christie Clinic websites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (iii) interfere with any other person's use and enjoyment of the Christie Clinic websites.

3. **Your Acceptance; Revisions to Terms of Use.** The Christie Clinic websites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and the Christie Clinic regarding your use and access to the Christie Clinic websites. **By using the Christie Clinic websites you agree to the Terms of Use.**

Christie Clinic reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Christie Clinic websites. Your use of the Christie Clinic websites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Christie Clinic websites. No revision to these Terms of Use, including to the

Arbitration provision set forth in Section 22, shall apply to a controversy or claim of which the Christie Clinic had actual notice on or before the date of any such revision.

4. Additional Terms and Conditions. Christie Clinic's Privacy Policy, Patient Rights and Responsibilities, as well as additional terms and conditions applicable to certain portions of Christie Clinic websites (collectively "Additional Terms and Conditions") are incorporated by this reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of Christie Clinic websites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click Through Agreement will govern.

6. Personal Login Information. Certain features and areas of Christie Clinic websites are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. Christie Clinic is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact Christie Clinic immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

7. Privacy Policy. For information about Christie Clinic's data protection practices and Christie Clinic's use and protection of your personal information, please read the Christie Clinic's Privacy Policy, which is incorporated into and made a part of these Terms of Use.

8. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of Christie Clinic websites and not interfere with the use and enjoyment of Christie Clinic websites by other users or with Christie Clinic's operation and management of Christie Clinic websites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on Christie Clinic websites, including, without limitation, information required to be provided through Christie Clinic registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, Christie Clinic reserves the right to terminate your access and use of Christie Clinic websites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using Christie Clinic websites, or defame or otherwise harm any party, including Christie Clinic, through your use of Christie Clinic websites.

9. User-Generated Content. Christie Clinic does not claim ownership of content that you post on or through Christie Clinic websites, such as comments or posts that you submit on forums, blogs, or other websites ("User-Generated Content"). When submitting User-Generated Content,

you will abide by the Patient Rights and Responsibilities. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to Christie Clinic a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to Christie Clinic's Privacy Policy.

10. Proprietary Rights. The content of Christie Clinic websites includes, without limitation, (i) Christie Clinic's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "Christie Clinic Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through Christie Clinic websites (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "Christie Clinic Content"). Christie Clinic Content is the property of Christie Clinic, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any Christie Clinic Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from the Christie Clinic or the owner of such content if Christie Clinic is not the owner. Any use of the Christie Clinic Marks without Christie Clinic's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the Christie Clinic Content, including any such notices appearing on any Christie Clinic Content you are permitted to download, transmit, display, print, or reproduce from Christie Clinic websites.

11. Responsibility for Use of the Internet and the Christie Clinic websites. Use of the Internet and Christie Clinic websites is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. Christie Clinic does not guarantee the confidentiality or security of any communication or other material transmitted to or from Christie Clinic websites over the Internet or other communication network. Christie Clinic shall not be obligated to correct or update Christie Clinic websites, Christie Clinic Content or the User-Generated Content and Christie Clinic shall not be liable for omissions, typographical errors, or out-of-date information which may appear on Christie Clinic websites.

12. Disclaimer. Christie Clinic Content is provided for informational purposes only, is believed to be current and accurate at the time of posting, and is not intended as, and should not be construed to be, legal, financial, medical, or consulting advice. Physicians and other qualified health care practitioners should exercise their professional judgment in connection with the provision of services and should seek legal advice regarding any legal questions. References and links to third parties do not constitute an endorsement or warranty by Christie Clinic and Christie Clinic hereby disclaims all express and implied warranties of any kind.

13. Third Party Information. Christie Clinic websites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or other information made available by third parties such as content providers and other users of Christie Clinic websites are those of the respective third party and not of Christie Clinic or its affiliates. Christie Clinic makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

14. Advertisers. Christie Clinic websites may contain advertisements of third parties. The inclusion of advertisements on Christie Clinic websites does not imply endorsement of the advertised products or services by Christie Clinic. Christie Clinic shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on Christie Clinic websites. Further, Christie Clinic shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on Christie Clinic websites. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

15. Links to Third Party websites. Christie Clinic websites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which Christie Clinic exercises no control. The appearance of any such third party links (provided by Christie Clinic or by a third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to Christie Clinic websites, you do so entirely at your own risk.

16. Links to Christie Clinic websites and Christie Clinic Content. Links posted by third parties to the Christie Clinic websites and/or Christie Clinic Content may not use the Christie Clinic trademark or logo and shall not suggest that Christie Clinic promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of Christie Clinic websites shall be the responsibility of the linking party. Christie Clinic reserves the right to require any linking party to disable or remove any link that violates Christie Clinic's rights or causes interruption or deterioration of Christie Clinic Content.

17. Warranties Disclaimed. CHRISTIE CLINIC WEBSITES AND CHRISTIE CLINIC CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER CHRISTIE CLINIC, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "CHRISTIE CLINIC PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) CHRISTIE CLINIC WEBSITES OR CHRISTIE CLINIC CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) ACCESS TO CHRISTIE CLINIC WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH CHRISTIE CLINIC WEBSITES WILL MEET YOUR

EXPECTATIONS; OR (iv) CHRISTIE CLINIC CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE CHRISTIE CLINIC WEBSITES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

18. Limitation of Liability. CHRISTIE CLINIC PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DCHRISTIEGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DCHRISTIEGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE CHRISTIE CLINIC WEBSITES AND/OR ANY CHRISTIE CLINIC CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF CHRISTIE CLINIC WEBSITES AND/OR CHRISTIE CLINIC CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM CHRISTIE CLINIC WEBSITES, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM CHRISTIE CLINIC WEBSITES; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON CHRISTIE CLINIC WEBSITES; (vii) FROM ANY DELAY OR FAILURE OF CHRISTIE CLINIC WEBSITES ARISING OUT OF CAUSES BEYOND CHRISTIE CLINIC'S CONTROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE CHRISTIE CLINIC CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE CHRISTIE CLINIC WEBSITES (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO THE CHRISTIE CLINIC WEBSITES OR CHRISTIE CLINIC CONTENT.

In the event you are dissatisfied with, or dispute, these Terms of Use, Christie Clinic websites and/or Christie Clinic Content, your sole right and exclusive remedy is to terminate your use of Christie Clinic websites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that Christie Clinic has no other obligation, liability or responsibility to you or any other party.

19. Exclusions permitted by law. SOME JURISDICTIONS (BUT NOT NEW JERSEY) DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DCHRISTIEGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DCHRISTIEGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR

JURISDICTION WILL APPLY TO YOU AND CHRISTIE CLINIC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. **Indemnification.** To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless Christie Clinic from and against all claims arising from or in any way related to your use of Christie Clinic websites and/or Christie Clinic Content, a violation by you of these Terms of Use, or any other actions connected with your use of Christie Clinic websites and/or Christie Clinic Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. Christie Clinic will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to Christie Clinic other than under this Section.

21. **Term and Termination.** These Terms of Use will take effect at the time you begin using Christie Clinic websites. Christie Clinic reserves the right, with or without notice, at any time and for any reason to deny you access to Christie Clinic websites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with or violate them. You may terminate these Terms of Use at any time by ceasing to use Christie Clinic website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of Christie Clinic websites, including any Christie Clinic Content, in your possession.

22. **Arbitration; Venue.** Any controversy or claim ("Claim") you have arising out of or relating to these i) Terms of Use, ii) Additional Terms and Conditions, iii) Christie Clinic websites, and iv) any products and services accessed or purchased through Christie Clinic websites shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the State of Illinois in Champaign County and/or the United States District Court for the Central District of Illinois shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of an arbitration award, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. Christie reserves all rights and remedies available to it in law or equity.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's

restriction on your right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States District Court for the Central District of Illinois or any State of Illinois court located in Champaign County, Illinois.

23. Governing Law. These Terms of Use and all matters regarding your use of Christie Clinic websites shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois applicable to contracts made and executed and wholly performed in the State of Illinois, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

24. Waiver and Severability. The failure of Christie Clinic to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

25. Complete Agreement. These Terms of Use, together with any revisions, any Additional Terms and Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and Christie Clinic relating to Christie Clinic websites and its use by you, and supersedes any previous written or oral communication regarding use of Christie Clinic websites.

26. Contact Information. If you have any questions or concerns regarding these Terms of Use or the Christie Clinic websites, please visit our "Contact Us" page.

27. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of Christie Clinic websites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

28. Use of Christie Clinic websites and Christie Clinic Content outside of the United States. Christie Clinic makes no claims regarding access or use of Christie Clinic websites or Christie Clinic Content outside of the United States. If you use or access Christie Clinic websites or Christie Clinic Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of those governing jurisdictions in addition to these Terms of Use.