TERMS OF SERVICE
TERMS AND CONDITIONS OF USE OF CHRISTIE CLINIC WEBSITES

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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.**

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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.

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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.

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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.

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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.

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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.