

Terms And Conditions Pertaining To BreastWeCan.org Image sharing platform

These are the terms and conditions applicable to the use of BreastWeCan.org for image sharing portal services on a non-exclusive basis, including but not limited to authorizing usage of medical images and related information and related support services, (collectively the "Service(s)") between you (the "User/participant") and BreastWeCan.org. If you do not agree to be legally bound by these terms and conditions, you may notify BreastWeCan.org by email within five (5) days of your order and the Service will be cancelled with no further obligation by either party. Failure to notify BreastWeCan.org of cancellation within such period shall be deemed to indicate that you have read and understood these terms and conditions (the "Agreement") and agree to be bound by them.

Users/participants may elect to participate in additional services from BreastWeCan.org and/or other third parties which may have their own terms and conditions and use agreements, aside from this Agreement. Those agreements will be presented to User at the time of purchase and/or account login and it is the Customer's obligation to review, accept and abide by those agreements as well as this Agreement. Terms and conditions for BreastWeCan.org products and services are considered as this agreement henceforth.

1. BreastWeCan.org will provide User with its platform service to transfer medical images, which includes an integrated electronic consent form. The Service includes but is not limited to access to the tools, storage, access, and registration for the User's use. User hereby grants to BreastWeCan.org the necessary rights and licenses with respect to such web site to carry out its undertaking under this Agreement and to make archival or back-up copies as deemed necessary by BreastWeCan.org to supply said services.
2. Image transfer service commencement is initiated on the basis of a recorded order verification and begins on the date that the User submits the signed consent form.
3. User shall solely be responsible for their registration, including without limitation:
 - Creating and maintaining a user name and password, using the tools and methodology;
 - Obtaining and maintaining internet connectivity to access the web site, to send and receive e-mail and access and utilize the Internet;
 - Not to disseminate or otherwise misuse personal information about visitors to the web site, nor to share any personal information with any third party without first obtaining their consent;
 - Acquiring any authorization(s) necessary for receipt of images;
 - The accuracy of details used to create account;
 - BreastWeCan.org shall have no liability and shall be held harmless for any content used by User/participant that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses, and HIPAA in consideration that all website and content actions are initiated by customer.
 - Backing up their content of the web site and related matters unless specifically stored at the request of customer through a paid transaction stating a specific period of time.

4. Breastwecan.org reserves the right to monitor the web site and terminate or suspend Service without notice if, in BreastWeCan.org's sole discretion, the web site is intended to be used or is used by User/participant in a manner that violates or may violate the following:

- Is an infringement of (or a mechanism designed to facilitate the infringement of) a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right;
- Violates any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;
- Is offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity; is disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; or infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;
- No uploading of doorway pages, web spam, content farm pages, link spam, or any automated uploading of pages.
- States or implies that the web site is placed by BreastWeCan.org or any party with a contractual relationship with BreastWeCan.org, or that such parties endorse Breastwecan.org's products or services;
- Is disparaging, defamatory, libelous, or resulting in an invasion of privacy;
- Promotes or facilitates or engages in, consumer deception or fraud, spamming, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.

5. User/participant will use the Service in a manner which does not interfere with or disrupt other users, services, or equipment, and BreastWeCan.org reserves the right to terminate or suspend Service without notice if such interference is determined by BreastWeCan.org to exist. Such interference or disruption includes, but is not limited to:

- wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums;
- propagation of computer worms or viruses or
- use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

6. BreastWeCan.org disclaims any responsibility for any content, goods, and services available through web site, or the quality or accuracy of any information in web site. BreastWeCan.org will not endorse, warrant, or guarantee any product or service offered through web site, and will not be a party to or in any way monitor any transaction between Customer and third-party products or services or use of the web site, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements.

7. BreastWeCan.org shall use reasonable commercial efforts to deliver Services professionally and on a timely basis. Customer shall inform BreastWeCan.org, in writing, of any complaints or problem situations encountered as well as any special or unusual matters affecting the Services being provided.

8. BreastWeCan.org's Services are provided on an "as is" basis. BreastWeCan.org entire liability and Customer's exclusive remedy against BreastWeCan.org for any failure of performance or nonperformance of any obligation under this Agreement shall be limited to a refund of amounts paid to BreastWeCan.org for the Service. EXCEPT AS EXPRESSLY STATED HEREIN, CUSTOMER'S USE OF THE WEB SITE IS AT ITS OWN RISK AND BREASTWECAN.ORG DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRAFFIC, QUALITY OF RECEIVED PRODUCT, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. BreastWeCan.org disclaims and shall not be liable for any other loss, injury, cost or damage suffered by User or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages, including without limitation, damages for loss of profits, business interruption, or loss of data, or emotional stress and trauma, arising out of or in any way connected with the use of the web site and any information available on it, and the delay or inability to use the site or any information, even if BreastWeCan.org has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails.

10. BreastWeCan.org will not be liable to any third parties for any direct, incidental, or consequential losses or damages suffered by such third parties for any reason, whether foreseeable or not, including, without limitation, damages for loss of profits, loss of income or earnings, loss of business opportunities, injury, or other loss or damage resulting directly or indirectly out of or in connection with the Customer's web site. The foregoing shall apply despite any negligence, misconduct, errors, or omissions by BreastWeCan.org, including without limitation its employees, representatives, agents, or technical operations.

11. Customer agrees to defend, indemnify, and hold harmless BreastWeCan.org and each of BreastWeCan.org's officers, directors, employees, agents, or other partners and affiliates from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim against BreastWeCan.org in connection with Customer's web site (including, but not limited to, web site content) and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including BreastWeCan.org's reasonable legal fees and expenses (whether incident to the foregoing or to BreastWeCan.org's enforcement of said rights or defense and indemnity).

12. Notwithstanding any other term or condition of this Agreement, BreastWeCan.org reserves the right to immediately suspend or terminate Service with or without notice to User if BreastWeCan.org determines, in its sole discretion that User has failed to comply with any of its obligations in this Agreement.

14. BreastWeCan.org may amend these terms and conditions at any time by posting a revised version of the Agreement on its web site. The revised version will be effective at the time it is

posted. In addition, if the revised version includes a substantial change, BreastWeCan.org will provide Customer with thirty (30) days' prior notice of the change.

20. BreastWeCan.org agrees that all confidential information ("Customer Confidential Information") communicated by Customer with respect to the Service is confidential. BreastWeCan.org shall not disclose any Customer Confidential Information to any other person unless specifically authorized in writing by Customer to do so, except to the extent disclosure is required by law including subpoena or an order from a court of competent jurisdiction. BreastWeCan.org shall use its best efforts to prevent inadvertent disclosure of any Customer Confidential Information to any third party.

21. Customer agrees that all documents, specifications, reports, templates, processes, software tools and all other information of whatever kind or nature that are related to the development of the web site (herein the "BreastWeCan.org Confidential Information") are trade secrets of and having significant value to BreastWeCan.org and are the intellectual property of BreastWeCan.org. Customer shall not, at any time during or after the term of this Agreement, without BreastWeCan.org prior written consent, use, exploit, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the BreastWeCan.org Confidential Information. Not included in the definition of "BreastWeCan.org Confidential Information" is any information that can be observed by the public on the BreastWeCan.org web site, prior to logging in.

22. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of agency, joint venture, association, or partnership) between the parties other than as an independent service contractor.

23. Neither party shall have the right or authority to assume or create any obligations or make any representations, warranties or commitments on behalf of the other party or to bind the other party in any respect whatsoever, nor shall he attempt to do so.

24. Any notification to the other party to this Agreement shall be deemed effective if sent by e-mail to the last known e-mail address of such party, or if faxed to the last known fax number, or if sent by first-class mail with sufficient postage attached addressed to the last known mailing address of such party.

25. Customer represents to BreastWeCan.org that Customer is at least eighteen years old and is responsible for supervising the activities of any under-age user and is legally permitted to enter into this Agreement.

26. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor dispute, accidents, acts of war or terrorism, interruptions of communication, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or service or material required for such party to perform its obligations hereunder.

27. This is the entire agreement between the parties relating to this matter and supersedes any prior agreements whether written or oral. A party may change the address set forth herein by proper notice to the other. If any provision of this Agreement, or application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall

not be affected thereby. This Agreement shall not be assignable by the Customer without prior written consent of BreastWeCan.org. This Agreement shall be binding upon the Customer's successors and assigns and shall endure to the benefit of any successors and assigns of the Customer. This Agreement shall be governed by the laws of the State of Illinois and the Federal laws of United States Federal court where applicable therein. The parties declare that they have required that this Agreement and any related documents be drawn in the English language only.