

Terms of Use

Terms and Conditions of Use Agreement between the Pediatric Inflammatory Bowel Disease Foundation, Inc. and You.

Your access to and your license to use the information contained in www.pedsibd.org is subject to this Terms and Conditions of Use Agreement, the related Privacy Policy and all applicable laws, so please read this Terms and Conditions of Use Agreement carefully.

BY ACCESSING, BROWSING, OR USING www.pedsibd.org YOU ARE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED, AND AGREED TO THIS TERMS AND CONDITIONS OF USE AGREEMENT AND THE ACCOMPANYING PRIVACY POLICY WITHOUT LIMITATION OR QUALIFICATION.

This Terms and Conditions of Use Agreement and related Privacy Policy supersede any other inconsistent agreement between you and Pedsibd.

If you do not accept and agree to this Terms and Conditions of Use Agreement and the accompanying Privacy Policy, then you should not access, browse or use www.pedsibd.org.

Addresses and Phone Numbers of Pedsibd.

You may write to Pedsibd at the following postal address:

The Pediatric Inflammatory Bowel Disease Foundation, Inc.

c/o Tucker, Heifetz & Saltzman, LLP

100 Franklin St., Boston, MA 02110

You may send an email to Pedsibd at info@pedsibd.org or from the Contact Us link on the www.pedsibd.org website.

PRIVACY.

The Pediatric Inflammatory Bowel Disease Foundation, Inc. respects your privacy. The Pediatric Inflammatory Bowel Disease Foundation, Inc.'s collection, use and disclosure practices regarding your personally identifiable information and personal health information are set forth in the Pediatric Inflammatory Bowel Disease Foundation, Inc.'s Privacy Policy, which by this reference is incorporated in this Terms and Conditions of Use Agreement. Please take some time to review the Pediatric Inflammatory Bowel Disease Foundation, Inc.'s Privacy Policy. Your assent to this Terms and Conditions of Use Agreement constitutes your assent to the Pediatric Inflammatory Bowel Disease Foundation, Inc.'s Privacy Policy.

USE OF WEBSITE.

The information provided on www.pedsibd.org is for personal, informational and non-commercial purposes only. You may access, download, display, or print information from www.pedsibd.org solely for personal, informational and non-commercial use.

MEDICAL INFORMATION.

The website www.pedsibd.org contains information relating to various medical conditions and diseases including pediatric inflammatory bowel disease, their treatment, and the availability of clinical research and trials relating to them for the purpose of accelerating the investigation and approval of new therapeutic treatments for such conditions and diseases ("Medical Information").

MEDICAL ADVICE.

Medical Information is not meant to be a substitute for advice provided by a physician or other qualified healthcare professional ("Medical Advice"). Always seek the Medical Advice of your physician or other qualified healthcare provider about any questions you may have regarding pediatric inflammatory bowel disease or any other medical condition or disease.

CONTENT.

The Medical Information on www.pedsibd.org together with all text, graphics, software ("Software"), images, artistic creations, illustrations, audio clips, video clips and other information, products, services and content ("Content"), whether obtained from other organizations addressing pediatric inflammatory bowel disease, government organizations, clinical trials, research scientists, people with pediatric inflammatory bowel disease, or elsewhere, is for educational purposes only. The Pediatric Inflammatory Bowel Disease Foundation, Inc. reserves the right to alter or delete content on www.pedsibd.org at any time at its discretion.

SUMMARIES.

Much of the Content, such as research study findings from published sources, has been summarized by the creators of www.pedsibd.org in order to present you with a concise and easy to understand format. As such, the Content should not be relied upon as an exclusive source of information.

SEEK MEDICAL ADVICE.

Please keep in mind that the Content is not intended to be a substitute for professional Medical Advice, diagnosis or treatment. You should not rely on the Content for diagnosing a health or fitness problem or disease, for selecting or

receiving any kind of pharmaceutical or form of treatment, or for participating in any form of clinical research. Always seek the Medical Advice of your physician or other qualified healthcare provider about any questions you may have regarding pediatric inflammatory bowel disease or any other medical condition. Never disregard professional Medical Advice or delay in seeking it because of something you have read on www.pedsibd.org.

If you think you may have a medical emergency, call your doctor or 911 immediately. The Pediatric Inflammatory Bowel Disease Foundation does not recommend or endorse any specific tests, products, or procedures that may be mentioned on the Site. Reliance on any information provided by the Pediatric Inflammatory Bowel Disease Foundation, Inc. our employees, others appearing on the Site at the invitation of the Pediatric Inflammatory Bowel Disease Foundation, Inc. or other visitors to the Site is solely at your own risk.

The content provided by the Pediatric Inflammatory Bowel Disease Foundation, Inc. is compiled from numerous sources. This website does not constitute an attempt to practice medicine. Use of the website does not establish a doctor-patient relationship. Individuals should consult a qualified health care provider for medical advice and answers to personal health questions.

The Site may contain health or medical related materials that you find sexually explicit or otherwise offensive. The Pediatric Inflammatory Bowel Disease Foundation, its licensors and its suppliers have no control over and accept no responsibility for such materials. You are solely responsible for compliance with the laws applicable to your country of residence.

TERMINATION OF USE.

You agree that the Pediatric Inflammatory Bowel Disease Foundation, Inc., in its sole discretion, without prior notice and without liability to you or any other person, may discontinue providing www.pedsibd.org or any part of www.pedsibd.org.

NO ENDORSEMENTS OF SERVICES OR PRODUCTS.

The website www.pedsibd.org does not endorse or recommend any specific company, organization, products, processes, services, or clinical research.

DISCLAIMER OF WARRANTIES.

Neither the Pediatric Inflammatory Bowel Disease Foundation, Inc. nor any party involved in creating, producing, delivering or maintaining www.pedsibd.org makes any warranties or representations of any kind as to the accuracy, currency, completeness, timeliness or availability of the Content provided through www.pedsibd.org. THE INFORMATION, SERVICES AND CONTENT

PROVIDED THROUGH www.pedsibd.org ARE PROVIDED "AS-IS", "WITH ALL FAULTS" AND "AS AVAILABLE". NEITHER PEDSIBD NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF www.pedsibd.org WARRANT THAT THE FUNCTIONS CONTAINED IN www.pedsibd.org WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS THAT MAKE THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ACCESS TO AND USE OF www.pedsibd.org AND THE INFORMATION, SERVICES AND CONTENT PROVIDED THERE IS AT YOUR OWN RISK. PEDSIBD AND EACH CONTRACTOR INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING www.pedsibd.org DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THE RIGHTS OF OTHER PERSONS OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY.

THE WEBSITE www.pedsibd.org IS PROVIDED TO YOU AS A FREE INFORMATIONAL SERVICE. THE CONTENT THAT YOU ACCESS ON www.pedsibd.org IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. USE OF www.pedsibd.org IS AT YOUR OWN RISK. YOU (AND NOT THE PEDIATRIC INFLAMMATORY BOWEL DISEASE FOUNDATION, INC.) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR COMPUTER SYSTEM.

NEITHER THE PEDIATRIC INFLAMMATORY BOWEL DISEASE FOUNDATION, INC. NOR ANY CONTRACTOR INVOLVED IN CREATING, PRODUCING, DELIVERING, DISTRIBUTING, HOSTING OR MAINTAINING www.pedsibd.org SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO ACCESS TO, USE OF, ATTEMPTED USE OF OR INABILITY TO USE www.pedsibd.org OR ANY CONTENT OR SERVICES PROVIDED ON www.pedsibd.org OR ANY OTHER LINKED SITE (INCLUDING WITHOUT LIMITATION USE OF OR ACCESS TO ANY RELATED SOFTWARE OR HARDWARE), OR ANY ERRORS OR OMISSIONS IN THE CONTENT OR SERVICES OF www.pedsibd.org OR ANY OTHER LINKED SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PEDIATRIC INFLAMMATORY BOWEL DISEASE FOUNDATION, INC. OR ANY CONTRACTOR INVOLVED IN CREATING, PRODUCING, DELIVERING, DISTRIBUTING, HOSTING OR MAINTAINING www.pedsibd.org IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON www.pedsibd.org OR DAMAGES TO YOUR COMPUTER EQUIPMENT, INCLUDING DAMAGES THAT MAY BE CAUSED BY OR ARISE FROM A VIRUS THAT INFECTS YOUR COMPUTER EQUIPMENT. THE PEDIATRIC INFLAMMATORY BOWEL DISEASE FOUNDATION, INC. IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER PERSONS.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF THE PEDIATRIC INFLAMMATORY BOWEL DISEASE FOUNDATION, INC. OR ANY OF ITS CONTRACTORS IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

LINKS TO WWW.PEDSIBD.ORG FROM OTHER WEBSITES.

The website www.pedsibd.org provides information for children with Pediatric Inflammatory Bowel Disease, their parents, caregivers, research scientists, volunteers and healthcare professionals as part of the Pediatric Inflammatory Bowel Disease Foundation, Inc.'s mission to disseminate information about research about Pediatric Inflammatory Bowel Disease. The Pediatric Inflammatory Bowel Disease Foundation, Inc. encourages other websites to link to www.pedsibd.org, but the Pediatric Inflammatory Bowel Disease Foundation, Inc. does not allow other websites to copy and reuse information or materials from www.pedsibd.org unless the information is copied in its entirety, the Pediatric Inflammatory Bowel Disease Foundation, Inc. is acknowledged as the source of the copied information, all copyright or other proprietary notices are retained and the written consent of the Pediatric Inflammatory Bowel Disease Foundation, Inc. and from other owners of copyright in any of the information or materials is obtained by calling or writing the Pediatric Inflammatory Bowel Disease Foundation, Inc.

Unless otherwise notified by the Pediatric Inflammatory Bowel Disease Foundation, Inc., you are free to create a link from your website to www.pedsibd.org so long as it is clear that the linked Content belongs to the Pediatric Inflammatory Bowel Disease Foundation, Inc. and that the linked Content is not your own and does not belong to your website. Creation of a link from your website to www.pedsibd.org must not express or imply a sponsorship, an endorsement or a recommendation by the

Pediatric Inflammatory Bowel Disease Foundation, Inc. of your website, its sponsor or its products or services. As a courtesy, the Pediatric Inflammatory Bowel Disease Foundation, Inc. asks that you provide the Pediatric Inflammatory Bowel Disease Foundation, Inc. with written notice of the location of your link in the other website, the page you are linking to in www.pedsibd.org and your disclaimer of any association between your website and www.pedsibd.org. See Address of the Pediatric Inflammatory Bowel Disease Foundation, Inc. above. The Pediatric Inflammatory Bowel Disease Foundation, Inc. does not allow framing of www.pedsibd.org. When setting up a link to www.pedsibd.org, the linked Content of www.pedsibd.org should open in a new web browser window rather than displaying the pages in a frame of the linking site's web template. Links directly to www.pedsibd.org should be text-only.

LINKS FROM WWW.PEDSIBD.ORG TO OTHER WEBSITES.

The website www.pedsibd.org may contain links or references to other websites maintained by persons over whom the Pediatric Inflammatory Bowel Disease Foundation, Inc. has no control. Such links are provided merely as a convenience. The Pediatric Inflammatory Bowel Disease Foundation, Inc. does not assume any responsibility or liability for any communications or materials available at the sites to which www.pedsibd.org links, including responsibility or liability for their accuracy. Such links are provided for convenience only. Neither the Pediatric Inflammatory Bowel Disease Foundation, Inc. nor any contractor involved in creating, producing, delivering or maintaining www.pedsibd.org makes any warranties or representations of any kind as to the accuracy, currency, timeliness or completeness of any information contained on other websites or such website information collection and disclosure practices, and the Pediatric Inflammatory Bowel Disease Foundation, Inc. and any contractor involved in creating, producing, delivering or maintaining www.pedsibd.org shall have no liability for any damages or injuries of any kind arising from such other website information or its information collection or disclosure practices. Inclusion of any link from the website www.pedsibd.org to another website is not and does not imply a referral, an endorsement or a recommendation by the Pediatric Inflammatory Bowel Disease Foundation, Inc. of the other website, the linked-to entity or any product or service. Please see the Pediatric Inflammatory Bowel Disease Foundation, Inc. Privacy Policy for further information about links from www.pedsibd.org.

LIMITS OF USE OF WWW.PEDSIBD.ORG.

The Pediatric Inflammatory Bowel Disease Foundation, Inc. may establish general practices and limits concerning use of www.pedsibd.org, including without limitation, the maximum disk space that will be allotted on the servers and the maximum number of times (and the maximum duration for which) you may access www.pedsibd.org in a given period of time. The Pediatric Inflammatory Bowel

Disease Foundation, Inc. reserves the right to change these general practices and limits at any time, in its sole discretion, without notice.

SUBMISSIONS.

You are encouraged to submit suggestions to the Pediatric Inflammatory Bowel Disease Foundation, Inc. on ways to improve www.pedsibd.org. However, you agree that you will not send or transmit to the Pediatric Inflammatory Bowel Disease Foundation, Inc. by email (including through the email addresses listed on the "Contact Us" link) any communication, information or other creation that infringes or violates any intellectual property rights or other rights of any person. Furthermore, if you submit any business information, idea, concept or invention to the Pediatric Inflammatory Bowel Disease Foundation, Inc. by email, you agree that your submission is non-confidential for all purposes and the Pediatric Inflammatory Bowel Disease Foundation, Inc. will have no obligation of any kind with respect to your information. Finally, you automatically grant to the Pediatric Inflammatory Bowel Disease Foundation, Inc. and/or warrant that the owner of the copyright or other intellectual property right has expressly granted to the Pediatric Inflammatory Bowel Disease Foundation, Inc. a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display your communication, information or other creation in any media or in any form, format, or forum now known or later developed. The Pediatric Inflammatory Bowel Disease Foundation, Inc. may sublicense its rights to your communication, information or other creation through multiple tiers of sublicenses. The Pediatric Inflammatory Bowel Disease Foundation, Inc. shall be free to use any ideas, concepts, know-how or techniques contained in your communication for any purpose whatsoever, including, but not limited to, developing and marketing services or developing, manufacturing, and marketing products. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to www.pedsibd.org.

RESTRICTIONS.

As a condition to your use of the www.pedsibd.org website, you warrant to the Pediatric Inflammatory Bowel Disease Foundation, Inc. that you will not use www.pedsibd.org for any purpose that is unlawful or prohibited by this Terms and Conditions of Use Agreement, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or for any purpose that is in violation of the Acceptable Use Policy of the website hosting service provider. You agree not to use or permit others to use www.pedsibd.org to take any action that imposes an unreasonable or disproportionately large load on the website's infrastructure, including but not limited to "spam" or other such unsolicited mass

emailing techniques. If you violate any of these restrictions, your permission to use www.pedsibd.org immediately terminates without the necessity of any notice. The Pediatric Inflammatory Bowel Disease Foundation, Inc. retains the right to deny access to www.pedsibd.org to anyone at its discretion for any reason, including for violation of this Terms and Conditions of Use Agreement.

TRADEMARKS.

The names, logos, domain names, trademarks, product names, service marks or service names appearing on www.pedsibd.org, whether or not appearing in large print or with the trademark symbol or the service mark symbol, may be trademarks or service marks of the Pediatric Inflammatory Bowel Disease Foundation, Inc. or of its Content providers, sponsors, licensors, joint venture partners or other associates. Your commercial use or misuse of these names, logos, domain names, service marks, trademarks, service names or product names, except as permitted in this Terms and Conditions of Use Agreement, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Nothing contained in this Terms and Conditions of Use Agreement shall be construed as conferring on you by implication, estoppel or otherwise any license or right under any service mark or trademark of the Pediatric Inflammatory Bowel Disease Foundation, Inc. or any other person.

COPYRIGHTS.

The Content and the compilation of information on www.pedsibd.org including the design and organization of the www.pedsibd.org website, are protected by copyright, trade dress, moral rights, trademark and other intellectual property law. The Content and the compilation of information which are protected by the copyright of the Pediatric Inflammatory Bowel Disease Foundation, Inc. and the Content protected by the copyright of any individual or entity other than the Pediatric Inflammatory Bowel Disease Foundation, Inc. are for personal, informational and noncommercial use only. The Content and the compilation of information on www.pedsibd.org may not be emailed, shared, copied on any other website or networked computer environment, reproduced, displayed, distributed, downloaded, uploaded, posted, transmitted, exploited, used, modified or republished other than for personal, informational and non-commercial reference with all copyright or other proprietary notices retained. Except as expressly provided above, you may not otherwise email, share, copy, reproduce, display, download, upload, distribute, post, transmit, exploit, use, modify, republish or retransmit any Content or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such Content without the express written consent of the Pediatric Inflammatory Bowel Disease Foundation, Inc. and of the owner of the copyright in any part of the Content involved. You may

request consent of the Pediatric Inflammatory Bowel Disease Foundation, Inc. by writing. See Address of the Pediatric Inflammatory Bowel Disease Foundation, Inc. above. Nothing contained in this Terms and Conditions of Use Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright of the Pediatric Inflammatory Bowel Disease Foundation, Inc. or any other person.

SOFTWARE.

You agree not to decipher, decompile, disassemble, reverse engineer, reverse assemble or otherwise attempt to discover any source code or HTML code comprising or in any way making up a part of the www.pedsibd.org website, and you agree not to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to www.pedsibd.org. You agree not to access the www.pedsibd.org website by any means other than through the interface that is provided by the Pediatric Inflammatory Bowel Disease Foundation, Inc. for use in accessing it. You agree not to use any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy www.pedsibd.org pages or the Content without prior written permission from the Pediatric Inflammatory Bowel Disease Foundation, Inc., provided that a generally available web browser such as Netscape Navigator® and Microsoft Internet Explorer® may be used without such permission.

THIRD PARTY BENEFICIARY RIGHTS.

This Terms and Conditions of Use Agreement is for the benefit of the Pediatric Inflammatory Bowel Disease Foundation, Inc., providers of Content, and website creation, development, production, delivery, distribution, hosting and maintenance service providers, and its and their officers, directors, members, managers, partners, joint ventures, employees, associates, affiliates, agents, independent contractors, volunteers, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce this Terms and Conditions of Use Agreement directly against you on its or their own behalf.

NO IMPLIED WAIVER.

The failure of the Pediatric Inflammatory Bowel Disease Foundation, Inc. to exercise any right or remedy available upon your breach of this Terms and Conditions of Use Agreement or the failure by the Pediatric Inflammatory Bowel Disease Foundation, Inc. to demand the prompt performance of any of your obligations under this Terms and Conditions of Use Agreement shall not be deemed a waiver of (i) its rights or

remedies, (ii) the requirement of punctual performance or (iii) any right or remedy in connection with a subsequent breach or default on your part.

INDEMNIFICATION.

You agree to indemnify, defend and hold harmless the Pediatric Inflammatory Bowel Disease Foundation, Inc. and any other person involved in creating, developing, producing, delivering, distributing, hosting or maintaining www.pedsibd.org or its Content and each of their respective officers, directors, members, managers, partners, joint ventures, employees, associates, affiliates, agents, independent contractors, volunteers, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of this Terms and Conditions of Use Agreement.

GOVERNING LAWS.

This Terms and Conditions of Use Agreement and your use of the website www.pedsibd.org shall be governed by the laws of the United States of America and the Commonwealth of Massachusetts without regard to its conflicts of laws principles. Any legal action or proceeding related to www.pedsibd.org shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Boston, Massachusetts.

COMPLIANCE ONLY WITH UNITED STATES LAW.

The website www.pedsibd.org and its Content should comply with the laws, regulations and medical practices in the United States and are intended only for use by residents of the United States, because the laws, regulations or medical practices of other countries may prohibit access to some of that information. The products discussed on www.pedsibd.org may have different product labeling in other countries. Although the Content on www.pedsibd.org is accessible to users outside of the United States, if you access www.pedsibd.org from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The website www.pedsibd.org may have links to sites which are outside the United States. Those websites may have information that is appropriate only to users in that particular originating country. You may not use or export the Content on www.pedsibd.org in violation of United States export laws and regulations.

UPDATES.

The Pediatric Inflammatory Bowel Disease Foundation, Inc. at any time may revise this Terms and Conditions of Use Agreement by posting the revised Terms and Conditions of Use Agreement to www.pedsibd.org. You are bound by any posted revisions, so periodically you should visit this page to review the then current Terms and Conditions of Use Agreement.

ASSIGNMENT.

The Pediatric Inflammatory Bowel Disease Foundation, Inc. may assign this Terms and Conditions of Use Agreement with or without notice to another organization.

SEVERABILITY.

If any provision of this Terms and Conditions of Use Agreement is held to be unlawful, void, or unenforceable, then that provision shall be deemed severed without affecting the enforceability of all remaining provisions.

ENTIRE AGREEMENT.

This Terms and Conditions of Use Agreement and the Privacy Policy constitute the entire agreement between you and the Pediatric Inflammatory Bowel Disease Foundation, Inc. with respect to the use of www.pedsibd.org and the Content on www.pedsibd.org.

Last revised February 6, 2011.