

Terms and Conditions ("Terms")

Last updated: 5/19/20

Your access to and use of the Stupid Cancer, Inc. ("Stupid Cancer," "we" or "our") [Digital CancerCon] website, available at www.stupidcancer.org and cancercon.org (the "Site"), including the content, materials and information available on or through the Site, is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Site. Please ensure that your computer security is comprehensive and up-to-date. We accept no responsibility for viruses, malware or other malicious or damaging software contained on the Site.

Any content, materials and information provided via the Site are provided "as if," may not be relied upon for any purpose and is not subject to express or implied warranties of any kind. We make no representations or warranties regarding such content, materials or information with respect to the accuracy, completeness, non-infringement or fitness for a particular purpose.

The Site may include discussions or materials relating to medical and health information provided by third parties. Stupid Cancer is not responsible for the availability, accuracy, or content of this information, nor does it endorse them. The Site is not an attempt to practice medicine or provide specific medical advice, nor does the use of the Site establish a doctor-patient relationship.

By accessing or using the Site, you acknowledge that you have read and agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access or use the Site.

Links To Other Websites

Our Site may contain links to third-party web sites or services that are not owned or controlled by Stupid Cancer and may not have been validated or verified by us.

Stupid Cancer has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. Any access to, or use of, a third-party web site or service is solely at your own risk. We recommend that you review each website's policies and practices when you leave our Service and make your own conclusions regarding the adequacy of those policies and practices. You further acknowledge and agree that Stupid Cancer shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Certain services made available via Stupid Cancer are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the Stupid Cancer domain, you hereby acknowledge and consent that Stupid Cancer may share such information and data with any third party with whom Stupid Cancer has a contractual relationship to provide the requested product, service, or functionality on behalf of users and customers.

No Unlawful or Prohibited Use/Intellectual Property

As a condition of your use of the Site, you warrant to Stupid Cancer that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use or enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

All content included as part of the Site, such as text, graphics, logos, as well as the compilation thereof, and any software used on the Site, is the property of Stupid Cancer or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Stupid Cancer content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Stupid Cancer and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any license, express or implied, to the intellectual property of Stupid Cancer or our licensors except as expressly authorized by our Terms.

Communication Services

The Site may contain features designed to enable you to communicate with the public at large or with a group (the "Communication Services"). You agree to use these Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using the Communication Service, you will not: defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation or use of another's device, the Site or the Communication Service; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contest, pyramid schemes or chain letters; falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Services; harvest or otherwise collect information about

others, including contact information, without their consent; or violate any applicable laws or regulations.

Stupid Cancer has no obligation to monitor the Communication Services. However, Stupid Cancer reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Stupid Cancer reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Media Acknowledgement and Consent

Stupid Cancer may obtain video or audio recordings, photographs, or written content from users. You agree to the use of your name, likeness or other personal characteristics (e.g., voice, biographical information, or other identifiable information), and/or your property in connection with your participation in Stupid Cancer events and services. You also consent to the reproduction, publication, distribution, exhibition, display or use of any such images or recordings, with or without your name, company name, or with a fictitious name, by Stupid Cancer or its successors, assigns or licensees, in connection with its operations, products and services, or any other legally-permissible uses chosen by Stupid Cancer. You recognize that Stupid Cancer, as the program producer, will be the copyright owner of all photographs, video/audio recordings and all media, products or content subsequently generated from those materials, and you waive any right to royalties or other compensation arising from or related to their creation or use. Images and recordings may be edited, copied, exhibited, published or distributed, and you waive the right to inspect or approve the finished product wherein your likeness or personal information appears.

Limitation of Liability

Except as specifically agreed by Stupid Cancer in writing, none of Stupid Cancer, its officers, directors, employees or agents shall have any liability based upon your use of, or reliance upon, this Site or the materials contained therein. Some jurisdictions limit our ability to disclaim liability. With regard to those jurisdictions, our liability shall be limited to the greatest extent permitted by applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless Stupid Cancer, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses relating to or arising out of your use of or inability to use the Site, the Communication Services or any other related services, any user postings made by you, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 10 days' notice by posting a notice on our homepage prior to any

new terms taking effect, provided that failure to provide such prior notice will not limit the enforceability of any such revised terms. What constitutes a material change will be determined at our sole discretion.