Terms and Conditions ("Terms")

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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.

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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 polices 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.

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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.

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**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

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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.