

## **Terms of Use**

These Terms of Use apply to your use of Enroll-HD.org, all its sub-domains and all associated services including, but not limited to, e-mail received from Enroll-HD.org, any of our computer systems, databases or networks connected to Enroll-HD.org and all its sub-domains (collectively, the "Website"). The Website is being made available for your use by [CHDI Foundation, Inc.](#). If you browse or otherwise use the Website, you accept these Terms of Use.

Your use of certain areas and/or sub-domains of the Website may be subject to additional terms of use, terms that supersede these Terms of Use or other agreements (collectively, the "Additional Terms of Use"). You will be informed of any such Additional Terms of Use when you visit any such areas and/or sub-domains of the Website. By using such areas and/or sub-domains, or any part thereof, you agree to be bound by such Additional Terms of Use.

We reserve the right to modify these Terms of Use and any Additional Terms of Use at any time by posting any such modifications in these Terms of Use or such Additional Terms of Use, as applicable. Your continued use of the Website or such other areas and/or sub-domains, as applicable, after such modifications are made constitutes your acceptance of, and agreement to be bound by, the Terms of Use and/or any Additional Terms of Use, as modified. If you do not agree with these Terms of Use and/or any Additional Terms of Use, please do not access or use the Website or such other areas and/or sub-domains, as applicable.

### **Limitations on Use**

We reserve the right, in our sole discretion, without any obligation or notice requirement, to suspend or deny your access to the Website for any reason, including for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

You may not attempt to gain unauthorized access to the Website, through hacking, password mining or any other means to circumvent the Website's security procedures. You may not use the Website (i) in any manner that could damage, disable, overburden or impair the Website or any service provided through the Website, or interfere with any other user's use and enjoyment of the Website or any service provided through the Website or (ii) for any purpose that is unlawful or prohibited by these Terms of Use or, as applicable, any Additional Terms of Use. You may not make use of the Website or any service provided through the Website to forge e-mail headers or send bulk unsolicited e-mail messages.

### **Privacy Policy**

These Terms of Use include our [Privacy Policy](#), which describes how we use your personal information.

### **Accuracy of Content**

Any content we provide or post on the Website may contain errors or inaccuracies, including both typographical and substantive errors. We reserve the right, in our sole discretion and for any reason, without any obligation or notice requirement, to discontinue, change, improve or correct the content we provide or post on the Website. Any dated content we provide or post on the Website is published as of its date only and we have no responsibility to update or amend any such content.

It is your sole responsibility to evaluate the accuracy, completeness or usefulness of any content provided or posted on the Website.

### **Links to Other Websites**

These Terms of Use and any Additional Terms of Use apply only to the Website. We provide links to other websites, but we do not control the content on those websites or their practices. We are not responsible for other websites' content, information collection practices or use of any information they collect. Links to other websites do not constitute an endorsement by us of those websites or their content, owners or posters.

### **Your Use of Content Contained on the Website**

The entire Website is copyrighted. Certain content, such as articles and/or other materials you may find within the Website, may also be separately copyrighted by us or by others.

Except where otherwise expressly noted or contemplated, all content provided or posted on the Website is being made available to you solely for the purpose of providing information about Enroll-HD and its practices and progress or to provide you with access to data and/or materials.

Except where otherwise expressly noted or contemplated on the Website or in any Additional Terms of Use, we grant you a license to use any content we have provided or posted on the Website under a Creative Commons Attribution 3.0 License. Certain content we have provided or posted on the Website may also be subject to you agreeing to Additional Terms of Use specifically covering such content.

You acknowledge and agree that the permission granted in this section does not constitute an endorsement by us of you or your use of any such content. Please contact us directly for copyright permissions other than those expressly granted in these Terms of Use or any Additional Terms of Use.

### **Passwords**

Your use of certain portions of the Website and access to certain content requires a password. When creating such password, you must provide certain personal information. Anyone with knowledge of your password can gain access to such restricted portions of the Website and restricted content as well as your personal information. Accordingly, you must keep your password secret. By agreeing to these Terms of Use and any Additional Terms of Use, you agree to be solely responsible for the confidentiality and use of your password, as well as for any communications entered through the Website using your

password. You agree to immediately notify us if you become aware of any loss or theft of your password or any unauthorized use of your password. We reserve the right to delete or change a password at any time and for any reason.

**Disclaimer of Warranties, Not a Substitute for Medical Advice and Limitation of Liability**

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS TO THE OPERATION OF THE WEBSITE, OR THE ACCURACY, TIMELINESS OR COMPLETENESS OF CONTENT OR SERVICES INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND ANY CONTENT OR SERVICES INCLUDED ON THE WEBSITE IS AT YOUR SOLE RISK.

ALL CONTENT INCLUDED ON THE WEBSITE, SUCH AS TEXT, TREATMENTS, DATA, DOSAGES, OUTCOMES, CHARTS, PATIENT PROFILES, GRAPHICS, PHOTOGRAPHS, IMAGES, ADVICE, MESSAGES, FORUM POSTINGS AND ANY OTHER CONTENT PROVIDED ON THE WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER CONTENT THAT MAY BE MENTIONED ON THE WEBSITE.

YOU EXPRESSLY AGREE THAT NEITHER WE NOR OUR AFFILIATES AND AGENTS ARE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OR RESULTING FROM YOUR USE OF THE WEBSITE OR ANY CONTENT OR SERVICES INCLUDED ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

**Copyright Policy**

We respect the intellectual property of others and we ask users of the Website to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of, in appropriate circumstances and at our sole discretion, terminating users of the Website who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Website of any user of the Website

who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

### **Procedure for Notifying Us of Claims of Copyright Infringement**

If you believe that any content provided or posted on the Website infringes upon any copyright which you own or control, or that any link on this Website directs users to another website that contains content or descriptions that infringes upon any copyright which you own or control, you may file a notification of such infringement with us as set forth below. Notifications of claimed copyright infringement must be sent to the attention of: CHDI Foundation, Inc., c/o CHDI Management, 350 Seventh Avenue, Suite 200, New York, NY 10001, Attention: David P. Rankin, Chief Legal Officer.

### **Governing Law**

These Terms of Use and any Additional Terms of Use shall be governed by and construed in accordance with the domestic laws of the State of New York, USA without giving effect to any choice or conflict of law provision or rule (whether of the State of New York, USA or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, USA.

[CHDI Foundation, Inc. – www.Enroll-HD.org](http://www.Enroll-HD.org) – Terms of Use  
Revision No. 004 (Effective 09/08/2016)