

## **Terms and Conditions of Use**

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### **1. Your Acceptance of FA Policies**

Thank you for visiting It Takes Brains.org (the “Website”), a project of Foundation Associates, LLC (“FA”). By using and/or visiting the Website, you agree to both these Terms and Conditions of Use and FA’s Privacy Policy. You understand that FA has the right to update these policies from time to time upon posting revised policies on the Website. By continuing to use the Website, you agree to the policies as amended. If you do not agree to any of these terms, please do not use the Website.

### **2. The Website**

The Website provides, among other things, information about autism and brain tissue donation and links to third party websites that also provide such information. This information is being provided for your information only and shall not be construed or relied upon as medical advice. If you have any medical concerns, you should consult an appropriate health care professional. FA does not guarantee the accuracy of the information on or accessible from the Website nor does FA guarantee that the information on or accessible from the Website is applicable to your particular situation.

FA reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to you. You agree that FA will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof.

You acknowledge and agree that FA will have no obligation to provide you with any support or maintenance in connection with the Website.

### **3. Links to Third Party Websites**

The Website contains links to third party websites that are not owned or controlled by FA. FA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, FA will not and cannot censor or edit the content of any third party website. Accordingly, FA encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

You hereby release and forever discharge FA (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website (including any interactions with, or act or omission of, other Website users or any third party websites or advertisements). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

#### **4. Website Access**

FA hereby grants you permission to use the Website as set forth in these Terms and Conditions of Use, provided that you use the Website solely for your personal, noncommercial use. FA hereby grants you permission to make one copy of any part of the Website in any medium to use for your personal, noncommercial use, but you must obtain FA's prior consent to make additional copies, to distribute such additional copies or to publicly display any of the information provided on the Website. In addition, your use of the Website is conditioned upon your complete compliance with these Terms and Conditions of Use.

#### **5. Restrictions on Use**

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to FA's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, FA grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials. FA reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit any users of the Website for any commercial purposes.

The rights granted to you in these Terms and Conditions of Use are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, whether in whole or in part, or any content displayed on the Website; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website; (c) you shall not access the Website in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website shall be subject to these Terms and Conditions of Use. All copyright and other proprietary notices on the Website (or on any content displayed on the Site) must be retained on all copies thereof.

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## 7. User Content

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**7.2 License.** You hereby grant (and you represent and warrant that you have the right to grant) to FA an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Website. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**7.3 Acceptable Use Policy.** The following terms constitute our “Acceptable Use Policy”:  
You agree not to use the Website to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. In addition, you agree not to: (i) upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Website to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Website (or to other computer systems or networks connected to or used together with the Website), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Website; or (vii) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

**7.4 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms and Conditions of Use or otherwise create liability for us or any other person.

**7.5 Feedback.** If you provide FA with any feedback or suggestions regarding the Website (“Feedback”), you hereby assign to FA all rights in such Feedback and agree that FA shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. FA will treat any Feedback you provide to FA as non-confidential and non-proprietary. You agree that you will not submit to FA any information or ideas that you consider to be confidential or proprietary.

## **8. Warranty Disclaimer**

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## **9. Limitation of Liability**

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THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT FA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **10. Indemnity**

You agree to defend, indemnify and hold harmless FA, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions of Use; (iii) your violation of any third party right or any law, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content violates any third party right or any law. This defense and indemnification obligation will survive these Terms and Conditions of Use and your use of the Website.

## **11. Ability to Accept Terms and Conditions of Use**

The Website is not intended for anyone under the age of 18. You affirm that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use, and to abide by and comply with these Terms and Conditions of Use.

## **12. Assignment**

These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FA without restriction.

## **13. General**

These Terms and Conditions of Use shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Any claim or dispute between you and FA that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in New York, NY. These Terms and Conditions of Use, together with the Privacy Policy and any other legal notices published by FA on the Website, shall constitute the entire agreement between you and FA concerning the Website. If any provision of these Terms and Conditions of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or any other term, and FA's failure to assert any right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision. YOU AND FA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.