



# FLATLEY DISCOVERY LAB, LLC

TERMS & AGREEMENT

FLATLEY DISCOVERY LAB, LLC

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Flatley Discovery Lab, LLC invites you to access and use its online services (the “Services”), which are made available to you through <http://www.FDL.org> (the “Site”).

We provide our Services to visitors and registered users subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas of the Site or by accessing and using the Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference. If you do not agree to any of these terms, then please do not use the Services.

## 1. Future Changes to these Terms

These Terms can change at any time, and you should look at the Terms regularly. In general, your use of the Site after the effective date of any updated Terms posted on the Site constitutes your consent to the updated Terms. We expect that most changes will be minor in nature. However, in the unlikely event that we would ever make changes to these Terms that would materially disadvantage you, we would let you know in advance by email or by posting a notice on the site. The notice would designate a reasonable amount of time before the new terms would go into effect for all users, and if you continued to use the Site thereafter, your use would constitute consent to the new Terms.

## 2. Definitions

As used herein, “FDL” includes FDL and its affiliates, subsidiaries, officers, directors, employees, and agents.

## 3. Future Changes to Our Services or Site

We may change, terminate, or restrict access to any aspect of our Site, at any time, without notice.

## 4. Eligible Users of this Site

### 4.1 AGE

This Site is intended for use by adults. If you are between the ages of 13 and 18 years old, you may use this Site only if: (i) your use has been approved by your parent or legal guardian, (ii) you use the Site under his or her supervision, and (iii) he or she has agreed to the Terms on your behalf.

If you are the parent of a minor, you may use the Site and agree to the Terms on behalf of the minor. By doing so, you warrant that you have the legal capacity to act on the minor's behalf and you agree that the provisions of the Terms that are applicable to you are equally applicable to the minor.

Under no circumstances may a minor under the age of 13 use the Site.

## 4.2. COMPLIANCE WITH APPLICABLE LAWS

The Services are based in the United States. We make no claims concerning whether the Content posted by FDL or User Content posted by registered users may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services, the content, or the User Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## 5. License to Content Posted by Users

"User Content" is content or information (including text, images, video, and audio) submitted or posted by registered users of the Site to the public areas of the Site. By submitting User Content, you expressly acknowledge and agree that once you permit your User Content to be viewed by others, it will be accessible and viewable by them. You retain all copyrights and other intellectual property rights in and to your own User Content. You do, however, hereby grant to us a worldwide, non-exclusive, royalty-free right to store, host, reproduce, create derivative works of, publish, publicly perform, display, use and distribute such User Content, subject to the terms of the Privacy Statement. You also grant us the right to sub-license these rights and the right to sue for infringement of these rights.

If you submit User Content to us, each such submission constitutes a representation and warranty to us that such User Content is your original creation (or that you otherwise have the right to provide the User Content), that you have the rights necessary to grant the license to the User Content under the prior paragraph, and that it and its use by us does not and will not violate our Community Guidelines.

## 6. Representations

When posting the User content, you hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your User Content and any other works that you incorporate into your User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your User Content in the manners contemplated in these Terms shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Services any User Content that violates our guidelines set forth below.

## 6. Community Guidelines for Content Posted for Users

The purpose of our social pages on which users and visitors can post User Content is to build a positive and productive community for people living with CF, their family, friends

and supporters. We ask that you be respectful of others.

FDL may post its own blogs or other content on the Site, such as responses to inquiries or comments or news and updates about cystic fibrosis.

In general, FDL does not control, pre-approve, or monitor User Content submitted by our Community members. Nevertheless, FDL retains the right (but not the obligation) to monitor, refuse to post, or delete any User Content available through the Site.

Posts or discussions by Community members in no way reflect the views of FDL.

By posting any User Content, you are agreeing that you will follow these rules and comply with the terms of this Agreement, and that we may use User Content to promote FDL's work and as described further herein.

We may remove or block Content and/or block users from FDL community pages if we consider Content to be in any way inconsistent with or harmful to the purpose of the community, including:

- Content that is profane, obscene, vulgar, defamatory, abusive, threatening, false, misleading, offensive, derogatory or discriminatory (including comments about sex, age, race, sexual orientation, political or religious affiliation), or otherwise inappropriate;
- Spam;
- Use of names or photographs of individuals without their permission or Content that otherwise invades confidentiality or privacy interests;
- Advice or other information that could cause injury, illness, or harm;
- Promotion of any advertisement for products, services, or causes, or solicitation of funds or donations other than for FDL-related events or causes;
- User Content that infringes copyright or any other intellectual property rights.
- Any other User Content that FDL believes, in our sole discretion, violates the spirit or letter of these Community Discussion Rules or any other provision in these Terms.

By posting Content, you further agree that:

- FDL bears no responsibility for its accuracy, appropriateness, or quality;
- You must evaluate and bear all risks associated with any Content you post, including the risks of any intellectual property or other legal claims related to the Content;
- FDL will be in no way liable for any Content or any consequences of its inclusion or omission and that there is no implication that any Content posted by users on the Site is in any way endorsed or approved by FDL;

- You have no recourse against FDL if we, in our sole discretion, post, refuse to post, delete, or refuse to delete, any Content submitted by users.

## 7. Registration, Passwords, and Security

If you register and create a FDL blogging account, you must provide us with accurate information, and you will choose a password. You are responsible for maintaining the confidentiality of your password, and you are not permitted to share your password. You agree to notify us immediately of any unauthorized use of your account. FDL will not be liable for any loss you or others may incur as a result of someone else using your account, either with or without your knowledge.

## 8. Privacy and Protection of Personal Information

Please see our [Privacy Statement](#), which describes how we manage and protect personal information. Our [Privacy Statement](#) is incorporated into these Terms.

## 9. Third-party Accounts

We may use third parties to create, authorize, or service some of our user accounts or services. These third-party services may require you to agree to their terms of use, privacy policy, and other agreements between you and them.

## 10. Links to Other Websites

Our Site contains links to other websites not operated by FDL. These links are provided solely as a convenience to you and any links to them do not constitute our endorsement of them or their content. You understand and agree that these other websites are governed by their own user agreements and privacy policies and that any visits to them are at your own risk.

## 11. FDL's Copyright and Trademarks

All information and content available through the Site("Content") is protected by copyright and/or trademark and is owned as Intellectual Property of FDL or a third party. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. All rights are reserved. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content available on or through the Site for commercial or public purposes.

If you violate any part of the Terms, your permission to access and/or use the Content and the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, logos, and service marks ("Marks") displayed on the Site, including the FDL logo among others are the property of FDL. FDL trademarks may not be used for personal financial gain.

Use of the Marks is prohibited without the express written consent of FDL except as permitted by applicable laws. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Marks without the express written consent of FDL.

At times, FDL may grant limited-use licensing agreements to individuals or groups who wish to help further the mission of FDL. Solely at the discretion of FDL, limited permission for use of FDL's Marks may be granted for particular projects that provide a substantial benefit to the FDL or the cystic fibrosis community in general. For consideration, please submit a written letter of intent that details how FDL's Marks would be used, the length of time they would be used, and the benefit of the project to FDL or the cystic fibrosis community at least 60 days prior to your intended use. Letters of intent may be sent to:

Flatley Discovery Lab, LLC  
529 Main Street, Suite 115  
Charlestown, MA 02129  
Attn: trademarks

## 12. Copyright Complaints about the Site

FDL respects the copyrights of others and does not knowingly infringe upon these rights. If you believe that your work has been copied and is accessible on the Site in a manner that constitutes copyright infringement, please notify by written notice. The requirements for what you must include in your notice are in the Digital Millennium Copyright Act, 17 U.S.C. § 512. We respond expeditiously to notices of claimed copyright infringement and remove any Content or User Content deemed to have been posted or distributed in violation of any such laws.

If you believe that your work has been copied on the Services in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Services where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Flatley Discovery Lab, LLC

529 Main Street, Suite 115  
Charlestown, MA 02129  
Attn: copywrite

### 13. Communications between You and FDL

For contractual purposes, you (a) consent to receive all communications from FDL in electronic form via the email address you submit when you register, and (b) agree that all Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in printed writing.

### 14. Prohibited Uses

As a condition of using the Site, you agree that you will not use the Site in any way that is prohibited by law or these Terms. These prohibitions include, but are not limited to, the following:

- You must not use our Site in any way that may damage, overburden, or impair the Site or its availability, including any denial-of-service or similar attacks.
- You may not use the Site in any way that is illegal, fraudulent or harmful or related to any illegal, fraudulent or harmful activity.
- You may not attempt to gain unauthorized access to the Site, other accounts, or computers or networks associated with the Site, its users, or FDL, including but not limited to using another person's login credentials.
- You must not use our Site to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any malicious computer software.
- You may not copy, modify, distribute, sell or lease any part of the Site or its content or its software, nor may you reverse engineer or attempt to extract the source code of that software.
- You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our Site.
- You must not use our Site to send spam, surveys, or any unsolicited commercial communications.
- You must not use our Site for any purposes related to marketing, research, or any other commercial or organizational purpose without our prior express written consent.
- You are required to respect the confidentiality and trust of others participating in any Community Discussion portions of the Site or otherwise posting Content on the Site.



## 15. NO WARRANTIES

FDL DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, ANY OF THE SITE'S CONTENT, OR ANY MERCHANDISE PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND FDL SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE RELIABILITY, ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ALL SERVICES AND CONTENT PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. FDL DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND THE CONTENT MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FDL DISCLAIMS ALL WARRANTIES.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

FDL shall also have no liability whatsoever for any unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery or nondelivery of information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

## 16. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL FDL OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (i) THE USE OF OR INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE AND SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND

SERVICES AVAILABLE THROUGH THE SITE. SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE SITE OR ITS CONTENTS IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF LIABILITY IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

IF, NOTWITHSTANDING THESE LIMITATIONS, FDL IS FOUND LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT IS IN ANY WAY ASSOCIATED WITH THE SITE OR ITS CONTENT, FDL'S LIABILITY WILL IN NO EVENT EXCEED \$50 (FIFTY DOLLARS). THIS LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 17. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD FDL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, COSTS, LIABILITIES, LOSSES AND DAMAGES OF ANY KIND (INCLUDING ATTORNEY'S FEES) RESULTING FROM (I) YOUR USE, MISUSE OR ABUSE OF THE CONTENT, THE USER CONTENT OR SERVICES, (II) YOUR BREACH OF THESE TERMS; (iii) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, TRADEMARK, PROPERTY OR PRIVACY RIGHT. We shall provide notice to you of any such claim, suit, or proceeding and you will cooperate as fully as reasonably required in FDL's defense of any claim. FDL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of FDL.

## 18. Disputes, Arbitration, and Governing Law

If you have a complaint, question, or dispute (collectively, "dispute") regarding the Site, you are encouraged to bring it to our attention. You may email us at [info@flatleydiscoverylab.com](mailto:info@flatleydiscoverylab.com) and we will try to address your concerns. If we are unable to resolve a dispute ourselves, any dispute relating in any way to the Site shall be submitted to confidential arbitration in [Suffolk County, Massachusetts](#), except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any federal or state court. Arbitration under these Terms shall be conducted in accordance with the prevailing rules and procedures of the American Arbitration Association, with each party being responsible for its own costs and fees, and the joint costs of arbitration being shared equally by the parties. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no arbitration or claim under these Terms may be joined to any other arbitration or claim, including any arbitration or other legal proceeding involving any other current or former user of the Site, and NO CLASS

## ACTION PROCEEDINGS WILL BE PERMITTED.

By agreeing to arbitration in these Terms, you understand and agree that you are relinquishing (i) any right to pursue claims or have disputes resolved in a court of law, (ii) any right to compulsory discovery, and (iii) any right to the appeal of any adverse arbitration decision.

You agree that, regardless of any law or statute, any claim or cause of action you may have against us must be brought within one year after the claim or cause of action arises or is known or should reasonably have been known to you, or the claim or cause of action will be forever barred.

Except for matters of United States federal law governing copyrights, trademarks, and patents, all matters related to the Site will be governed by the laws of Maryland, without regard to conflicts of laws provisions, and, if applicable, you consent to personal jurisdiction in Maryland courts and venue in Montgomery County, Maryland courts.

## 19. Violation of these Terms

You agree that FDL may, at our sole discretion and without prior notice, terminate your access to the Site if you violate these Terms or for any other reason. You also agree that FDL may disclose any information we have about you, including your identity, if we determine that such disclosure is needed in connection with any investigation or complaint about your use of the Site or to identify, contact, or bring legal action against you or someone who may be injuring or interfering with FDL's rights or property or the rights of users of the Site.

## 20. Other Legal Terms

Any failure or delay by either party to enforce any part of these Terms will not constitute a waiver of that party's rights under these Terms. These Terms control the relationship between you and FDL, except that if we enter into additional or separate agreements, those terms will supplement these Terms and will control to the extent they are contrary to these Terms. These Terms do not create any third party beneficiary rights. If a particular provision of these Terms is determined by a court of competent jurisdiction to be unenforceable, the other provisions will remain in effect. You may not transfer your account or your rights under these Terms to any other person or entity. Headings used throughout these Terms are solely for convenience. We may, in our sole discretion, transfer, delegate, or assign our rights and obligations under these Terms to others without notifying you or obtaining your consent. Except as otherwise provided herein, the current version of these Terms, which incorporate our [Privacy Statement](#) by reference, constitutes the entire agreement between you and us in relation to the Site. The Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

## 21. Cookies

The Site uses cookies to store information on your computer. By using the Site, you consent to the placement of these cookies. Please read our [Privacy Statement](#) to learn more.

## 22. Feedback

If you have any concerns, inquiries, or complaints about the Site or these Terms, please write to us at [info@flatleydiscoverylab.com](mailto:info@flatleydiscoverylab.com). We appreciate your input.

## 24. Effective Date

The effective date of these Terms is **August 1, 2017**.