

# HISTOLOGICS EDUCATIONAL WEBSITE (HEW)

## TERMS OF USE

**Please review these Terms of Use before using this website. If you do not agree to these Terms of Use, then do not use this website.**

### General Description

Welcome to the Histologics' Educational Website (hereinafter "HEW"). The purpose of HEW is to educate interested parties about techniques for biopsy sampling and specifically for human biopsies (hereinafter the "Services"). Through HEW which is available at [www.histologics.com](http://www.histologics.com) (hereinafter the "Site") we aim to show the use of new methods of obtaining biopsies. To provide the Services, we have set out terms of use for using the Site in this document (hereinafter the "Terms of Use"). By accessing, using, or contributing to the Services or the Site, and in consideration for the Services we provide to you, you agree to abide by the Terms of Use.

HEW may change the Terms of Use from time to time, at HEW's sole discretion. Your continued use of the Site following the posting of such changes will constitute your assent to all such changes. Please periodically visit this section of the Site to review the current version of the Terms of Use.

The Site is an information starting point. The Site may include information which is out-of-date, location specific, or applicable only based on a specific set of facts and this may not apply to your situation.

### **DISCLAIMER OF WARRANTY and LIMITATION OF LIABILITIES**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE. WITHOUT LIMITATION, WE DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF ALL SERVICES ASSOCIATED WITH USE OF THE SITE. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES, SO PORTIONS OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, HEW WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR INABILITY TO USE THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS SOLELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL HEW BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, OR BUSINESS OPPORTUNITIES, REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF ACTION, ARISING OUT OF OR CONNECTED WITH THE SITE (INCLUDING BUT NOT LIMITED TO ITS OPERATION, ITS CONTENTS, OR THE INFORMATION OR MATERIALS CONTAINED THEREIN, OR THE USE OR INABILITY TO USE ANY OTHER SITE LINKED TO THE SITE, OR ANY CONTENT CONTAINED IN ANY SUCH SITE, OR THESE TERMS OF USE, OR THE PRIVACY POLICY APPLICABLE TO THE SITE) EVEN IF HEW, ITS SUPPLIERS, OR LICENSORS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF ANY DAMAGES.

### **Community Input**

#### **Browsing**

You understand that material made available by HEW includes Community Input and does not necessarily represent the views of HEW. HEW assumes no responsibility for the accuracy, suitability, or completeness of any content provided.

### **Linking**

You understand that HEW does not and cannot review all material made available through websites linked or linking to any part of the Site. You also understand that no such linking implies in any way that HEW endorses or is affiliated with any third-party website. You agree that HEW bears no responsibility or liability for any content accessed or harm caused from any third-party website.

### **Acts Against the Site/Services**

You shall not attempt or engage in potentially harmful acts that are directed against the Site or Services including, without limitation, the following:

(a) Using the Site or Services in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party; (b) emulating or faking usage of the Site or Services; (c) violating or attempting to violate any security features of the Site; (d) using manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," or "spider" any pages contained in the Site; (e) introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Site or Services; (f) interfering or attempting to interfere with the use of the Site by any other user, host, or network, including without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," "pinging," or "crashing" the Site; (g) causing, allowing or assisting machines, bots, or automated services to access or use the Site or Services without the express written permission of HEW; (h) tampering with the operation, functionality, or the security of the Site or Services; (i) attempting to override or circumvent any security or usage rules embedded into the Site or Services that permit digital materials to be protected; (j) attempting to probe, scan, or test the vulnerability of the Site, or any associated system or network, or breach any security or authentication measures; (k) misusing, tricking, disrupting, or otherwise interfering with the functioning of the Site or Services; (l) harvesting or collecting email addresses or other contact information of other users or clients from the Site by electronic or other means; (m) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Site or Services; (n) engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the Site; and (o) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer's functionality or operation.

### **Parental Notice**

HEW hereby notifies you that pursuant to 47 U.S.C. Section 230(d) as amended, parental control protections (such as computer hardware, software, or filter services) are commercially available that may assist you in limiting access to material that is harmful to minors.

### **Content**

Community Input content to the Site should be relevant to the subject scope of HEW.

HEW does not pre-screen or regularly review any Community Input, but HEW has the right (though not the obligation) to remove, without notice, any content posted which HEW considers, for any reason, to violate these Terms of Use or to be outside the subject scope of the Services.

**Copyright Complaints**

If you are a copyright owner and you believe that your copyrighted materials have been used in a way that constitutes copyright infringement, please refer to our [DMCA Notice Policy](#).

**Indemnities**

You acknowledge and agree to indemnify and hold HEW and their affiliates, officers, employees and agents, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your use of the Site or Services, your violation of these Terms of Use, or the infringement by you, of any intellectual property or other right of any person or entity.

**Modifications**

HEW reserves the right to change, at any time, at our sole discretion, the Terms of Use under which these Services are offered. You are responsible for regularly reviewing the Terms of Use. Your continued use of the Site and Services constitutes your agreement to all such Terms of Use.

**Termination of Service**

HEW disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Services or Site, or any software provided through the Site. HEW reserves the right to modify, suspend, or discontinue the Services or access to the Site without any notice at any time and without any liability to you.

**Scope of Terms of Use**

The Terms of Use apply to use of and contribution to the Site. HEW may operate additional projects or services which require separate or additional terms. Such different terms are made available through the individual project or service and are not addressed further herein.

**No Waiver**

Failure of HEW to exercise or enforce any right or provision of these Terms of Use shall not be deemed a waiver of such right or provision in that or any other instance.

**Governing Law and Entire Agreement**

These Terms of Use are governed by the laws of the State of California, without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts of San Diego County in the event of any dispute of any kind arising from or relating to the Site or Services, or your use or reHEW of it. The Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

*Effective Date of the Agreement is January 24, 2017.*