

TERMS OF USE

Updated: December 3, 2019

By accessing or using any features of this site ("Site"), the user agrees to be bound by these terms of use (the "Terms" or "Terms of Use"). All visitors to and users of any aspects of the Site (collectively, "Users") are bound by these Terms of Use. CureDuchenne reserves the right to modify the Terms of Use at any time without prior notice. We recommend that you read these Terms of Use carefully. Your access to and use of this Site constitutes your acceptance of all the provisions of these Terms of Use.

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms of Use. We do not actively monitor, and undertake no obligation to monitor or modify, any reviews, information, content, data, text, links to third party websites.

Registration

In order to purchase courses on the Site, you are required to register and to select a password and username, which shall consist of an email address you provide ("User ID"). If you register, you agree to provide us with accurate and complete registration information.

You may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID in our discretion.

Security

You are responsible for maintaining the confidentiality of your password; you are fully responsible for all activities that occur under your User ID and password, whether or not you authorize such activities. Any User ID and password for your access to the Site shall be for your personal, non-commercial use only. You agree to (a) immediately notify us of any unauthorized use of your User ID or password of which you become aware, and (b) ensure that you exit from your account at the end of each session.

Use of Site

CureDuchenne grants you personal use of the Site. This does not include: (a) any resale or commercial use of the Site or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of the Site and its contents; or (d) use of any web scraping, screen scraping, data mining, robots, or similar data gathering and extraction methods on the Site. Except as noted above, Users of the Site are not conveyed any right or license by implication, estoppel, or otherwise in or under any trademark, copyright, or proprietary right of CureDuchenne. For clarity, you are expressly prohibited from using the content for any public or commercial purpose.

You may not use, frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including the images found at this Site, the content of any text or the

layout/design of any page or form contained on a page). Further, you may not use any meta tags or any other "hidden text.

Any unauthorized use of the Site will terminate the permission by these Terms and may violate applicable law including copyright laws, trademark laws and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

Permitted uses of the Site include: searching the Site for Content and business or product information, and purchasing goods or services from the Site for personal use, and not for resale.

Restrictions on Use

Without limiting the generality of any other provisions of these Terms of Use, you agree you shall not (and you agree not to allow any other individual or entity using your User ID to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Site, except and to the extent expressly permitted under these Terms of Use;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site;
- collect any information about other Users (including usernames and/or email addresses) for any purpose;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other Users unsolicited electronic communications, such as "spam," or otherwise interfere with other Users' enjoyment of the Site;
- transmit or upload to the Site any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Site, any other web site, or any computer or other device or system, or the enjoyment of the by any User;
- use the Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on the Site or the IT infrastructure used to operate and make the Site available;
- use the Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law; or
- collect or store personal data about other Users in connection with the prohibited activities described in this paragraph.

You acknowledge and agree that any of the above uses constitute a material breach of these Terms which may result in immediate termination of your account.

Disclaimer

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND OF ANY USER CONTENT, INFORMATION, ADVICE, SERVICES, PRODUCTS, AND OTHER MATERIALS CONTAINED IN OR DESCRIBED ON THE SITE, IS ENTIRELY AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND/OR USE OF THE SITE, AND ALL OTHER CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SITE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AND CONTENT ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE OR CURRENT, AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE SITE, INCLUDING ALL OTHER CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SITE. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE USER CONTENT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Privacy

Any personally identifying information submitted through the Site is subject to our [Privacy Policy](#), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be clearly stated within the policy. We may use your personal information as described in the Privacy Policy. Additionally, we may send you notifications about new features, tools for evaluation, special offers, promotional announcements and customer surveys via email. You may opt-out from receiving future marketing or promotional materials by following the instructions provided in the electronic communication. Even after opting out of future marketing or promotional communications, you may still receive legal or technical communications from us relating to the Site. By using the Site, you consent to receiving electronic communications from us regarding the Site.

Intellectual Property

Ownership. As between you and CureDuchenne, the Site, including all content, graphics, audio, video, pictures, trademarks, logos and other material on the Site, and any underlying software (the "Software"), algorithms, databases, look and feel and arrangement, are the intellectual property of CureDuchenne subject to copyright and other intellectual property protections. The CureDuchenne mark and logo are the trademarks of CureDuchenne. All rights in and to the Site the Software not expressly granted herein are reserved by CureDuchenne.

LIMITATION ON LIABILITY

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ANY INDIVIDUAL USER IN CONNECTION WITH USE OF THE SITE, EXCEED THE LESSER OF (I) \$50 AND (II) THE TOTAL AMOUNT THAT YOU PAID TO US FOR USE OF THE SITE, WHETHER SUCH

LIABILITY IS BASED IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, AND/OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOOD WILL, PROFITS OR BUSINESS. Any claim or cause of action by you must be brought within one (1) year following the occurrence of the event resulting in such claim or action. These limitations shall apply regardless of whether we knew, should have known or were forewarned of the possibility of such damages, but will not apply to any intentional damage or damage caused by our knowing violation of applicable law.

Some jurisdictions do not allow for limitations of liability or warranty so these may not apply to you.

Indemnification

You hereby agree to indemnify, defend and hold CureDuchenne and its affiliates and each of their owners, members, directors, officers, managers, employees, independent contractors, subcontractors, agents and representative ("Indemnified Parties") harmless from any claim, cause of action, proceeding, liability, taxes, damages, loss, attorney fees, cost and expenses arising from or related to (i) your breach of these Terms and/or (ii) your use of the Site including any User Content you may submit or post on the Site.

Miscellaneous Provisions

No Assignment. You may not assign your rights hereunder.

Governing Law. To the extent permitted by law, these Terms, your use of the Site are governed by California law, without giving effect to its conflict of law provisions.

How to contact us

If you have any questions regarding these Terms of Service, you may contact CureDuchenne at info@CureDuchenne.com.