TERMS AND CONDITIONS REGARDING YOUR USE OF THIS SITE

By accessing this site, you acknowledge and agree to all of our terms, conditions and privacy policies below, and otherwise contained on or referenced in this site (the "Agreement"). If you do not agree to this Agreement, you are not authorized to access this site. You also acknowledge and agree that we may modify this Agreement at any time, in our sole discretion; that all modifications to this Agreement will be effective immediately upon our posting of the modifications on this site; and that you will review this Agreement each time you access this site, so that you are aware of and agree to any and all modifications made to this Agreement. You also acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this site and our online activities, and does not apply to any of our offline activities.

You acknowledge and agree that all materials, including, without limitation, content, data, software, information, products and services, contained on or provided through this site ("Materials"), are protected by copyright, trademark, service mark, patent, trade secret, or other proprietary rights or laws; that except as specifically permitted by this Agreement, any use of Materials is strictly prohibited; that except if we and/or the applicable rights holder(s) give you prior written permission, you will not sell, license, rent, modify, print, copy, reproduce, download, transmit, distribute, publicly display, publicly perform, publish, edit, adapt, compile, or create derivative works from any Materials (including, without limitation, through framing or systematic retrieval to create collections, compilations, databases or directories); and that except if we give you prior written permission, use of any Web browsers (other than generally available third-party browsers), engines, software, spiders, robots, avatars, agents, tools, or other devices or mechanisms to navigate or search the site is strictly prohibited. Notwithstanding the foregoing, you may download or print single copies of Materials for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

You acknowledge and agree that we, in our sole discretion, at any time and with or without notice, may block or terminate your or any other party's access to all or part of the site or any Materials, or change or discontinue any aspect or feature of the site or any Materials (including, without limitation, discontinuing the site in its entirety); and that, without limitation of any other provisions of this Agreement, we reserve the right to take any actions at law or in equity that we deem appropriate in connection with the site, Materials and this Agreement. You also acknowledge and agree that, unless we specifically provide otherwise, any links on this site to other sites do not imply our endorsement of such sites or that we have any association whatsoever with the operators of such sites; that such sites are not under our control; and that we are not responsible for any materials (including, without limitation, any content, data, software, information, products or services) contained on or provided through such sites, or the appropriateness, decency, legality, copyright compliance, accuracy or any other aspect of such sites.

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND ALL ”MATERIALS" ARE INTENDED FOR GENERAL CONSUMER INFORMATIONAL PURPOSES ONLY; THAT

NEITHER THIS SITE NOR ANY "MATERIALS" ARE INTENDED TO CONSTITUTE, AND DO NOT CONSTITUTE, THE PRACTICE OR FURNISHING OF MEDICAL OR PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS, CONSULTATION, TREATMENT, CONTENT, DATA, SOFTWARE, INFORMATION, PRODUCTS AND/OR SERVICES; AND THAT YOU WILL ALWAYS CONSULT WITH YOUR QUALIFIED PROVIDER FOR MEDICAL OR HEALTH CARE ADVICE, DIAGNOSIS, CONSULTATION, TREATMENT, CONTENT, DATA, SOFTWARE, INFORMATION, PRODUCTS AND/OR SERVICES. YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY MEDICAL OR HEALTH CARE PROVIDER OR OTHER DIRECTORIES OR LOCATORS (INCLUDING, WITHOUT LIMITATION, THEIR CONTENTS AND RESULTS) CONTAINED ON OR PROVIDED THROUGH THIS SITE ARE INTENDED FOR GENERAL CONSUMER INFORMATIONAL PURPOSES ONLY, AND DO NOT IMPLY OUR ENDORSEMENT OF, OR THAT WE HAVE ANY ASSOCIATION WHATSOEVER WITH, SUCH PROVIDERS.

YOU ACKNOWLEDGE AND AGREE THAT USE OF THIS SITE AND "MATERIALS" ARE AT YOUR OWN RISK, AND ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASES; THAT WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WITH REGARD TO THIS SITE OR ANY "MATERIALS" (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE); AND THAT WE DO NOT WARRANT OR REPRESENT THAT THIS SITE OR ANY "MATERIALS" WILL BE ACCURATE, RELIABLE, CORRECT, USEFUL, TIMELY, UNINTERRUPTED, SECURE, DEFECT-FREE OR ERROR-FREE (INCLUDING, WITHOUT LIMITATION, FREE FROM VIRUSES, WORMS, TROJANS, OTHER MALICIOUS CODE OR OTHER HARMFUL COMPONENTS). IN JURISDICTIONS NOT ALLOWING THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OUR AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL WE AND/OR OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND/OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES RELATING TO THE USE, MISUSE OR INABILITY TO USE THIS SITE OR ANY "MATERIALS" (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF WE AND/OR OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND/OR SUPPLIERS HAS OR HAVE BEEN ADVISED OF A POSSIBILITY OF DAMAGES); AND THAT IF YOU ARE DISSATISFIED WITH, OR CLAIM ANY DAMAGES RELATING TO, ANY PORTION OF THIS SITE, ANY "MATERIALS" OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE AND ALL "MATERIALS". IN JURISDICTIONS NOT ALLOWING THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, OUR AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

You acknowledge and agree that you will indemnify and hold harmless us and our subsidiaries, successors, assigns, affiliates, licensors and suppliers, together with all of their respective officers, directors, employees and consultants, against any and all claims, damages, losses,

liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs) relating to your use, misuse or inability to use this site or any Materials, or to your violation of this Agreement, any laws, rules or regulations, or any rights of any third parties; that we reserve the right to exclusively defend and control any such indemnification matters; and that you will fully cooperate with us in any such defenses.

You acknowledge and agree that if you are located in any jurisdiction in the world where any common, statutory, regulatory, codified or other law, rule or regulation makes accessing this site or any Material inappropriate or illegal, or subject to consents or permissions that you yourself have not obtained, or voids this Agreement in whole or in part, then you are not authorized to access this site or any Material. You also acknowledge and agree that this Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding conflicts of law provisions; that the exclusive jurisdiction for any claim or action relating to your use, misuse or inability to use this site or any Materials, or to this Agreement, will be in the state or federal courts located in the State of New York; that you will irrevocably submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such claim or action; and that you will irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

You acknowledge and agree that if any provision of this Agreement is held by any court or other tribunal of competent jurisdiction to be not enforceable, then such provision will be eliminated or limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect; that this Agreement constitutes the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and us, whether oral or written, relating to any subject matter of this Agreement; that this Agreement may not be modified, in whole or in part, except by us and as otherwise might be specifically described elsewhere in this Agreement; and that anything contained on or provided through this site that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement.