

Terms and Conditions

General; Application, Purpose and Acceptance of Terms and Conditions

These "Terms and Conditions" (together with the documents referred to in them) define the terms of use on which you may make use of the Invincible Vision website www.invinciblevision.org (the "Website"), whether as a guest or registered user. Use of our Website includes accessing, browsing, searching, using our forums, use of any service which we may provide or registering to use the Website.

You must read these Terms and Conditions carefully in its entirety before you start to use the Website, because your use of the Website and the services associated with the Website (referred to below as the "Services") is governed by the following terms and conditions herein (the "Terms and Conditions"), a privacy policy (the "Privacy Policy"), and a cookie policy (the "Cookie Policy").

The information provided by the registrant is maintained in a secured database. Individual-level data is neither shared nor sold to unaffiliated third parties for commercial use unless 1) you give us express consent; or 2) we are required to disclose it in compliance with state or federal laws.

By using the Website, you confirm that you, on behalf of yourself or your dependent accept and agree that you have read all of the Terms and Conditions, the Privacy Policy, the Cookie Policy; understand them, and that you agree to and have the legal capacity to be bound by them. These Terms and Conditions constitute a legal agreement between you and Invincible Vision. If you do not agree to these Terms and Conditions, you may not use the Website.

Invincible Vision reserves the right to modify these Terms and Conditions at any time in its sole discretion, and without prior notice, by posting amended terms on this Website. We encourage you to review the Terms and Conditions periodically for any updates or changes. If you do not agree to be bound by the Terms and Conditions and the Privacy Policy, you may not use the Website.

Use of the Website

You may use the Website or register if you (i) are at least eighteen (18) years old; (ii) possess legal, parental or guardian consent for your child in case they are below 18 years old; (iii) are fully able and competent to enter into the terms and conditions set forth in these Terms and Conditions and are otherwise capable of forming legally binding agreements under applicable law; and (iv) agree to be bound by these Terms and Conditions. If you are not competent to form legally binding agreements, do not use this Website.

The use of the Website and any of the Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use any interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

If you register to use the Website, you agree to provide true, accurate and complete registration information.

You agree to use the Website for lawful purposes only. You shall comply with all federal, state, and local laws applicable to the use of this Website and shall not use the Website to engage in any prohibited conduct. Prohibited conduct, broadly stated, is any conduct (i) that is unlawful, infringing, tortious, fraudulent, abusive, harassing or otherwise harmful to Invincible Vision or any other party or property; (ii) that violates another party's intellectual property, privacy, or other rights; or (iii) that otherwise interferes with the operation, use or enjoyment of any service, system, or other property. Without limiting the generality of the foregoing, any information provided by you in connection with use of the Website: (1) shall not be false, fraudulent, inaccurate or misleading; (2) shall not be obscene or indecent; (3) shall not contain any viruses, Trojan horses, worms, time bombs, spiders, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (4) shall not infringe on any of Invincible Vision's or other third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (5) shall not be defamatory, libelous, unlawfully threatening or harassing; and (6) shall not create liability for Invincible Vision or cause the loss of the services of our Internet service providers or other suppliers. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the Website, including but not limited to unsolicited e-mail.

Users shall not disclose, post, publish, display, or transmit any of the Website content, without the express written consent of Invincible Vision. Users also shall not attempt to re-identify any of the de-identified information from the Website.

You may not attempt to gain unauthorized access to this Website or any services, other accounts, computer systems or networks connected to any server or to any of the Services, through hacking, password mining or any other means.

User Conduct and Responsibility

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly reset your password to something which only you know. You are solely responsible for the security of your password and your account, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your account privileges may be suspended temporarily or terminated. You agree to immediately notify Invincible Vision of any unauthorized use of your password or account or any other breach of security.

Invincible Vision will not be liable for any loss or damage arising from your failure to comply with this section. You agree not to (i) gain or attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website; (ii) obtain or attempt to obtain confidential, proprietary and/or personal information stored on the Website; (iii) distribute passwords to unregistered or unauthorized users; or (iv) make any unauthorized use of the Website or information accessible on the Website.

Invincible Vision is not in any way associated with or responsible for content posted on or transmitted to the Website by users. Invincible Vision has the right, but not the obligation, to monitor and verify content posted on or transmitted to the Website for any reason, and reserves the right to

remove anything that is, in its sole discretion, unacceptable, inappropriate, or not in compliance with these Terms and Conditions; to disclose data to law enforcement agencies or authorities who may investigate reports of misuse or abuse of this Website; and to terminate any User's access to the Website at any time, without prior notice.

Each user acknowledges and agrees that Invincible Vision is not required to edit or review any information or content posted, submitted, or otherwise transmitted by users. However, Invincible Vision reserves the right, in its sole discretion, to verify and correct any errors, inaccuracies, or omissions in any portion of the Website or content posted thereon or submitted or otherwise transmitted thereto, and all such content may be subject to Invincible Vision approval. Invincible Vision reserves the right, at any time, for any reason, to reject, suspend, cancel or remove content, and neither Invincible Vision, nor its employees, consultants or other agents will have any liability for taking such actions.

You are responsible for any content you post, publish, display or otherwise transmit to the Website. You agree not to transmit or otherwise make available on the Website any personal information of any individual or any material protected by copyright, trademark, publicity, privacy or other proprietary right without the express permission of such individual or the owner of such rights, respectively. The burden of determining that transmission of the information is permissible, or that the material is not protected by such rights, is on you, the user. You shall be solely liable for and shall indemnify and hold Invincible Vision harmless for any damages resulting from any infringement of copyrights, trademarks, proprietary rights, violation of privacy or publicity rights, or any other harm resulting from your submissions to, or transmission of information from, the Website.

By submitting material to any area of the Website, you expressly grant to Invincible Vision a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute your de-identified information (in whole or in part) worldwide, in accordance with the Privacy Policy. Users may report abuses of the Website to the Invincible Vision Coordinator with sufficient detail identifying the abusive conduct or content, so that Invincible Vision may determine, in its sole discretion, whether to take action with respect to such alleged abuse. You are solely responsible for and will exercise caution, discretion, common sense and judgment in using and accessing the Website and all content contained therein. You are solely responsible for any equipment necessary to access and use the Website.

You agree to cooperate fully with Invincible Vision to investigate any suspected or actual activity that is in breach of these Terms and Conditions.

It is the responsibility of all users to stay informed regarding clinical trials, research and other developments of interest that they might learn of by being a participant of this Website. Invincible Vision assumes no responsibility for informing users regarding all such studies and trials, and makes no guaranty as to the completeness or accuracy of such information. Invincible Vision also assumes no responsibility for connecting any user with the provider of a research study or clinical trial. Furthermore, Invincible Vision assumes no responsibility for ensuring the qualification of a user or participation of any user in any such study or trial. It is the responsibility of each user to contact the

relevant investigators and pursue participation in a study or trial. It is also the responsibility of the user to consent and assent separately for that particular study that they might take part in.

You assume total responsibility and risk for your use of the Website and the Internet. You acknowledge and agree that any uploads or transmission you make to, from or through the Website may be intercepted and used by an unauthorized third party and that all of the risk associated with these activities is solely yours.

The Website may contain links to other Websites that are not under the control of Invincible Vision. Invincible Vision is not responsible for the contents of any linked website or any link contained in a linked Website, or any changes or updates to such websites. The inclusion of any link does not imply endorsement by Invincible Vision. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, Trojan horses, and other items of a destructive nature.

[Information Contained on Website](#)

You understand that by posting materials on the Website or otherwise providing materials to us, you are agreeing to allow us to aggregate your anonymized data for use by the community and other third parties. You understand that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such content originated and that Invincible Vision will not be liable for any errors or omissions in any content. Additionally, we cannot guarantee the authenticity of any data that users may provide about themselves.

[Disclaimer of Medical Advice](#)

You understand and acknowledge that all users are responsible for their own medical care, treatment, and oversight. You should not rely on anything contained on the Website to suggest a course of treatment for any medical condition. All of the Content provided on the Website, including text, treatments, dosages, outcomes, charts, profiles, graphics, photographs, images, advice, messages, forum postings, are for informational purposes only and are not intended to be a substitute for independent professional medical judgment, advice, diagnosis, or treatment. The Website does not endorse any medical or professional service obtained through information provided on this site or any links to this site. The Content is not intended to establish a standard of care to be followed by a user of the Website. You understand and acknowledge that you should always seek the advice of your physician or other qualified health provider with any questions or concerns you may have regarding your health. You also understand and acknowledge that you should never disregard or delay seeking medical advice relating to treatment or standard of care because of information featured on or transmitted through the Website.

[Disclaimer of Warranties](#)

The Website and the Content made available on the website are provided on an "as is" and "as available" basis. Invincible Vision 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 website, the content, any advice or services provided through the website on the internet generally. Some states may not permit the disclaimer of implied warranties, so the foregoing disclaimer may

not apply to you. Invincible Vision does not warrant that the website will be uninterrupted or error-free or that defects in the website will be corrected, that any information contained on or transmitted through the website is complete, accurate or current, that user or other information will be completely secure from the authorized access or disclosure or that any information is free of viruses or other rogue programming.

Limitation of Liability

Under no circumstances shall Invincible Vision or any of its partners, contributors, agents, employees, or any other party involved in creating, producing, or distributing the website or providing content, products or services through the website be liable for any direct, indirect, incidental, special, special, or consequential damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages that result from: (i) The use of or inability to use the Website; (ii) any inaccuracies, errors, omissions, or lack of authenticity in the content; (iii) use of the content; (iv) the cost of procuring substitute merchandise, advice and services resulting from use of the advice and services resulting from use of the website; (v) any loss, misuse or unauthorized access to or alteration of information or materials transmitted to or contained on the Website; (vi) or alteration of information or materials transmitted to or contained on the Website; (vii) statements, advice, warranties, guarantees or conduct of Invincible Vision or any third party on the Website, (viii) any other matter relating to the use of the Website.

You hereby acknowledge that this paragraph shall apply to all content, advice, merchandise, and services available through the Website. Because some states may not allow the inclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the least amount permitted by law. The limitations of liability provided in this agreement inure to the benefit Invincible Vision and its respective affiliates, partners, contributors, officers, directors, employees, assigns, attorneys and agents.

Indemnification

You agree to indemnify and otherwise hold harmless Invincible Vision, its officers, employees, agents, subsidiaries, affiliates and other partners from any and all liability, including any and all direct, indirect, incidental, special, consequential or exemplary damages, and any and all costs and/or expenses (including reasonable attorneys' fees) resulting from (i) your use of the Website, including, but not limited to, your access to, submission of, or distribution of, information to or from the Website; (ii) any misuse, unauthorized access to, disclosure, alteration, or destruction of the Website, information contained in the Website, and/or your communications with or through the Website, or (iii) any other matter relating to the Website. You understand and agree that Invincible Vision may disclose information provided if in its good faith belief such disclosure is required by applicable law.

Use and Storage

You agree that Invincible Vision has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Website. You acknowledge that Invincible Vision reserves the right to log off accounts that are inactive for an

extended period of time. You further acknowledge that Invincible Vision reserves the right to modify these general practices and limits from time to time.

Termination

You agree that Invincible Vision may, with or without cause, immediately terminate your account and access to the Website or the Services without prior notice. You agree that all terminations shall be made in Invincible Vision's sole discretion and that Invincible Vision shall not be liable to you or any third-party for any termination of your account or access to the Website or the Services.

Communications from Invincible Vision

Invincible Vision, or other related entities may notify users of updates and other valuable information about the Invincible Vision Website and related clinical and research information. By using the Website, or registering or subscribing for services provided on or through the Website, users consent to being contacted by Invincible Vision, and to receiving such updates and information. Users acknowledge and agree that users must always accept email transmissions from Invincible Vision in order to continue to use the Website or the Services.

Fees

Signing up for an account is free. The Invincible Vision will always be free to members.

Governing Law

Any disputes arising out of the use of the Website or the Services or these Terms and Conditions will be governed by the law of the State of California regardless of conflict of law principles. Sole and exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms and Conditions shall lie in the appropriate federal or state court in California.

Statute of Limitations

Any cause of action you may have with respect to use of the Website must be commenced within one (1) year after the claim or cause of action arises.