

## Legal Terms & Conditions

### 1. Acceptance of Terms

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### 4. Privacy

You agree that you have read and understand the terms of CFTR2's privacy policy. You acknowledge that the Site may link to other sites not controlled by CFTR2, CFF, or Johns Hopkins and that the collection of your data by these sites is outside the scope of control of CFTR2, CFF, or Johns Hopkins.

### 5. Use of the Site

You also understand that CFTR2, CFF, and Johns Hopkins cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information (collectively, "Hazards"). You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

### 6. System Integrity

You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site.

### 7. Acceptable and Lawful Use of Site

Any personal information, computer information, or other information that you provide to CFTR2, CFF, or Johns Hopkins in connection with the use of the Site: (a) shall not be obscene or indecent; (b) shall not contain any Hazards; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not be defamatory, libelous, unlawfully threatening or unlawfully harassing; and (e) shall not create any liability for CFTR2, CFF, or Johns Hopkins or cause CFTR2, CFF, or Johns Hopkins to lose (in whole or in part) the services of its Internet Service Provider(s) or other suppliers. Users shall comply with all applicable laws, statutes, ordinances and regulations regarding use of the Site.

## 8. RISK: INTERNET USE

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.

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CFTR2, CFF, and Johns Hopkins periodically schedule system downtime for maintenance and other purposes. Unplanned system outages may also occur. CFTR2, CFF, and Johns Hopkins shall have no liability whatsoever for the resulting 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.

## 11. Indemnification

You agree to indemnify, defend and hold CFTR2, CFF, and Johns Hopkins and their affiliates, officers, directors, employees and agents 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 Site, or (ii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in defense of any claim against CFTR2, CFF, or Johns Hopkins. CFTR2, CFF, and Johns Hopkins reserve the right, at their 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 CFTR2, CFF, and Johns Hopkins.

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## 13. Governing Law and Choice of Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under United States federal law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Maryland and of the United States of America located in the State of Maryland for any litigation or disputes arising out of or relating to use of the Site and not to commence any litigation relating thereto except in such courts. You hereby irrevocably and unconditionally waive any objection to the establishment of venue of any such litigation in the Maryland Courts and agree not to plead or claim in any Maryland Court that such litigation brought therein has been brought in an inconvenient forum.

## 14. International Users

CFTR2, CFF and Johns Hopkins make no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal in certain countries or for certain persons. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

## 15. Severability

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

## 16. Headings

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

## 17. No Waiver

Any delay or failure by you or CFTR2, CFF, or Johns Hopkins, at any time or times, to require performance of any provision hereof shall in no manner affect your right or the right of CFTR2, CFF, or Johns Hopkins at a later time to enforce such provision. No delay or failure of you or CFTR2, CFF, or Johns Hopkins in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

## 18. Entire Agreement, Updates and Modifications

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between CFTR2, CFF, and Johns Hopkins and you pertaining to the subject matter hereof. In their sole discretion, CFTR2, CFF, or Johns Hopkins may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions. If you have any questions about this Agreement, contact CFF at [info@cff.org](mailto:info@cff.org) (<mailto:info@cff.org>).

## 19. Assignment

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of CFTR2, CFF, and Johns Hopkins. CFTR2, CFF, or Johns Hopkins may, at any time, assign their rights or delegate their obligations hereunder without notice to you.

## 20. Third Party Beneficiary Rights

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

## 21. Limitation of Liability

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## 22. Accurate Information

In consideration of your use of the Site, you agree to: (a) provide true, accurate, and current and complete information as prompted on the Site; and (b) maintain and update such information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CFTR2, CFF, or Johns Hopkins have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CFTR2, CFF, or Johns Hopkins may suspend or terminate your use of the service and/or decline to permit your continued use of the Site and future access to the Site.

## 23. CFF's Policy Regarding Copyright Infringement and Designated Agent

CFF's policy regarding copyright infringement and CFF's designated agent for receipt of copyright infringement claims pursuant to the Digital Millennium Copyright Act is incorporated herein and can be found at [Copyright Policy](#).

## 24. Feedback

Should you respond to the Site by providing feedback, such as questions, requests, opinions, comments, suggestions, ideas, or the like, such information shall be deemed to be the property of CFTR2, CFF or Johns Hopkins. CFTR2, CFF and Johns Hopkins shall have no obligation of any kind to the User with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation and without license. CFTR2, CFF, and Johns Hopkins shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

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