

Terms of Use

THIS INHERET.COM WEBSITE (“SITE”) IS OWNED AND OPERATED BY INHERET, INC. (“OPERATOR”). THESE TERMS OF USE (“TOU”) GOVERN YOUR ACCESS TO AND USE OF THE SITE. YOU SHOULD CAREFULLY READ THESE TOU. YOUR USE OF THE SITE MEANS THAT YOU HAVE READ AND UNDERSTAND THESE TOU AND THAT YOU HAVE ENTERED INTO A BINDING LEGAL AGREEMENT WITH OPERATOR. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TOU YOU SHOULD DISCONTINUE YOUR USE OF THE SITE. IN ADDITION, WHEN ACCESSING CERTAIN MATERIALS ON OR THROUGH THE SITE, YOU SHALL BE SUBJECT TO ANY POSTED TERMS OR RULES APPLICABLE TO SUCH MATERIALS, WHICH ARE IN ADDITION TO THESE TOU. ALL SUCH TERMS OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TOU, AND IF YOU DO NOT AGREE WITH THEM YOU SHOULD NOT USE THE APPLICABLE MATERIALS.

- 1. Privacy Policy.** The Privacy Policy contained on the Site is incorporated in these TOU by reference, but these TOU shall govern any conflict or inconsistency with such Privacy Policy.
- 2. Children's Privacy.** Operator is committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. Operator does not collect personally identifiable information from any person we actually know is a child under the age of 13.
- 3. Amendments to TOU and Privacy Policy.** Operator reserves the right to change the terms and conditions of these TOU, the Privacy Policy and/or any of its other policies relating to the Site, at any time in its sole discretion. Operator shall notify you of such changes by posting the changes on the Site with a notice indicating changes have been made. You are responsible for regularly reviewing the Site and these TOU regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.
- 4. The Site Does Not Provide Medical Advice.** The contents of the InheRET Site, such as text, graphics, images, audio and visual works, articles, documents and other materials contained or displayed in or made available through the Site (collectively, "Content") are for informational purposes only. The Content is not intended to be, and is not, a substitute for medical advice from a qualified medical professional, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition or your medical history. Never disregard professional medical advice or delay in seeking it because of something you have read on the InheRET Site. InheRET does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site or that you interact with in connection with your use of the Site. Reliance on any information provided by InheRET, InheRET employees, others appearing on the Site at the invitation of InheRET, or other visitors to the Site is solely at your own risk.
- 5. License.** Operator and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Content; and (b) use the tools and software on the Site (collectively, “Software”); solely for your own personal, informational, non-commercial use. **In these TOU, all references to the “Site” shall be deemed to include all “Software” and “Content,” unless otherwise expressly indicated.** All rights not expressly granted by Operator to you are retained by Operator, and you may not use the Site

and/or any element of the Site in any manner or for any purpose not expressly authorized by these TOU. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

6. Restrictions; Removal. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) “frame” or “mirror” the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose. You acknowledge that certain elements of the Site are, or may in the future be, licensed to Operator by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of Operator.

7. Registration and Passwords.

7.1 Some areas of the Site may be accessed and used only by those authorized individuals who are registered and have an account with Operator. To open an account, you must complete the registration process by providing Operator with current, complete and accurate information as prompted by the registration form. Should Operator suspect that such information is untrue, inaccurate, not current or incomplete, Operator has the right to suspend or terminate your usage of the Site. Operator is entitled to rely on the information you provide, and you will be responsible for updating this information to maintain it as current. Accounts are non-transferable and cannot be shared or used by more than one individual or entity.

7.2 Once you have become an authenticated user, you will be given one or more personal, non-transferable passwords. You are and will be responsible for maintaining the confidentiality of that password, for all activities conducted on and with the Site that make use of that password, and for any charges or fees incurred by the use of that password, including any use you may subsequently contend was not unauthorized by you.

8. Account Information and Data.

8.1 Operator does not own any personal data or information that you submit to be used by Operator to provide the Content (“Data”), unless Operator specifically tells you otherwise before you submit it. However, you acknowledge and agree that various individuals and entities may have overlapping rights in and to your Data. As such, Operator has and shall retain all rights, title and interests, including all intellectual property rights, in and to all Data and related databases residing on Operator’s servers, including all of your Data which is stored in a form that is not identifiable as yours. Operator may use and disclose your Data in accordance with the Privacy Policy, referenced above.

8.2 Operator will not monitor, edit, or disclose any personally identifiable information regarding you or your account, including any Data, without your prior permission except in accordance with these TOU and the Privacy Policy. Please be aware that Operator does provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include personal information identifiable as yours or protected health information. Operator may access your account, including its Data, to respond to Service or technical problems or as stated in these TOU.

- 8.3 You, not Operator, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and Operator shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data, or for any actions or omissions which Operator takes in reliance upon your Data.
9. **Ownership.** Operator and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.
10. **Marks and Logos.** “InheRET”, “InheRET.com” and all other names, marks, symbols and logos used in connection with the Site are trademarks of Operator or other third parties (the “Marks”). Operator grants you no license, permission or authorization to reproduce or use any Marks, whether owned by Operator or a third party. You agree not to display, copy, redistribute or use any Marks in any manner for any reason without Operator’s prior express written consent.
11. **Third Party Sites and Content.**
- 11.1 You should be aware that when you are on the Site, you could be directed to other sites that are beyond Operator’s control. There are links to other sites from these pages that take you outside of Operator’s Site. This includes links from advertisers, sponsors, and content partners that may use Operator’s logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that Operator does not control. Operator reserves the right to disable links from third party sites to the Site at any time in its sole discretion.
- 11.2 Operator is not affiliated with, nor does Operator endorse or sponsor, any sites on the Internet that are linked through or to the Site. Operator provides any such links to you only as a matter of convenience, and in no event shall Operator be responsible or liable for any information, content, products, services or other materials on or available from or through such sites. Operator explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. Operator has not taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party sites or content. Operator does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against Operator with respect to such sites and third party content. Operator strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.
12. **Your Additional Responsibilities.** You are solely responsible for any and all activities that occur under your account including inputting, maintaining, and managing accurate information and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify Operator immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of the Site that is known or suspected by you. Operator shall not be responsible for any unauthorized access to, or alteration of, your transmissions or Data, any material, information or data sent or received, regardless of whether

the data is actually received by Operator, or any transactions entered into through the Service or failure to abide by these TOU.

13. Compliance with Laws; Prohibited Activities. You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in connection with your use of the Site. Without limiting the foregoing, you shall not use the Site to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (c) transmit or post unlawful, harassing, bigoted, racist, hateful, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit or post any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity; (e) transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancelbots; (f) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Site; or (i) transmit or post, or promote the transmission or posting of, an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated content or links to pirated content files. In addition, you agree not to use any device, software, or routine, including but not limited to any viruses, worms, time bombs, to interfere or attempt to interfere with the proper working of the Site or any Service, or to intercept any system, data or personal information from the Site, nor will you take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

14. Indemnification. You shall indemnify, defend and hold Operator, its licensors and information providers, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your: (a) access to and/or use of the Site; (b) Data and other information provided to Operator; (c) breach of these TOU; and/or (c) violation of any applicable law or right of a third party.

15. DISCLAIMER OF WARRANTIES.

15.1 The InheRET Site and the Content are provided on an "as is" basis. INHERET, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, InheRET, its licensors, and its suppliers make no representations or warranties about the following:

- (a) the accuracy, reliability, completeness, currentness, or timeliness of the Content, software, links, or communications provided on or through the use of the InheRET Site; and

- (b) the satisfaction of any government regulations requiring disclosure of information on prescription drug products, or the approval or compliance of any software tools with regard to the Content contained on the InheRET Site.

15.2 YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM OPERATOR, OR THROUGH OR FROM THE SITE, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY OPERATOR.

16. LIMITATION OF LIABILITY AND ACTIONS. REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL OPERATOR, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN CONNECTION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, BUSINESS INTERRUPTIONS AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT GREATER THAN THIRTY DOLLARS (\$30 USD). ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST OPERATOR.

17. Term and Termination.

17.1 These TOU, and your right to access and use the Site, are effective until terminated by either you or Operator. You may terminate these TOU at any time by discontinuing use of the Site and destroying all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise.

17.2 These TOU, and your access to and/or use of the Site, may be terminated by Operator immediately without notice to you if in Operator's sole discretion you fail to comply with any term or provision of these TOU. Upon termination, you must destroy all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise.

17.3 Subject to the terms of these TOU, all provisions of these TOU relating to ownership, limitations of liability, confidentiality, indemnification and other provisions which by their nature survive termination of these TOU shall survive termination of these TOU.

18. Michigan Law and Jurisdiction. In order to ensure consistency in the interpretation and enforcement of these TOU and Operator's rights in the Site, these TOU will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between you and Operator related, in any way, to the Site and/or these TOU, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the Eastern District of Michigan, Southern Division, and/or the Circuit Court of the County of Washtenaw, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

- 19. Severability.** If any provision of these TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these TOU shall remain in full force and effect.
- 20. Waiver.** The failure of Operator to enforce any right or provision in these TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Operator in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these TOU.
- 21. Relationship.** The relationship between you and Operator is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between you and Operator as a result of these TOU or your access to the Site. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.