



Cure Cervical Cancer Inc.

TERMS OF SERVICE

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Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Cure Cervical Cancer Inc., acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

- 1. Responsibility of Contributors.** If you contribute to the blog, comment on the blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
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 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
 - your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and



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- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Cure Cervical Cancer Inc. or otherwise.

By submitting Content to Cure Cervical Cancer Inc. for inclusion on the Website, you grant Cure Cervical Cancer Inc. a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for displaying, distributing and promoting your Content. If you delete Content, Cure Cervical Cancer Inc. will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Cure Cervical Cancer Inc. has the right (though not the obligation) to, in Cure Cervical Cancer Inc.' sole discretion (i) refuse or remove any content that, in Cure Cervical Cancer Inc.' reasonable opinion, violates any Cure Cervical Cancer Inc. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Cure Cervical Cancer Inc.'s sole discretion. Cure Cervical Cancer Inc. will have no obligation to provide a refund of any amounts previously paid.

- 2. Responsibility of Website Visitors.** Cure Cervical Cancer Inc. has not reviewed, and cannot review, all the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Cure Cervical Cancer Inc. does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Cure Cervical Cancer Inc. disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.
- 3. Content Posted on Other Websites.** We have not reviewed, and cannot review, all the material, including computer software, made available through the websites and webpages to which Curecervicalcancer.net links, and that link to Curecervicalcancer.net. Cure Cervical Cancer Inc. does not have any control over these websites and webpages and is not responsible for their contents or their use. By linking to a non-Cure Cervical Cancer Inc. website or webpage, Cure Cervical Cancer Inc. does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Cure Cervical Cancer Inc. disclaims any responsibility for any harm resulting from your use of non-Cure Cervical Cancer Inc. websites and webpages.
- 4. Copyright Infringement and DMCA Policy.** As Cure Cervical Cancer Inc. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Curecervicalcancer.net violates your copyright, you are encouraged to notify Cure Cervical Cancer Inc. in accordance with Cure Cervical Cancer Inc.' Digital Millennium Copyright Act ("DMCA") Policy. Cure Cervical Cancer Inc. will respond to all such notices, including as



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required or appropriate by removing the infringing material or disabling all links to the infringing material. Cure Cervical Cancer Inc. will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Cure Cervical Cancer Inc. or others. In the case of such termination, Cure Cervical Cancer Inc. will have no obligation to provide a refund of any amounts previously paid to Cure Cervical Cancer Inc.

5. **Intellectual Property.** This Agreement does not transfer from Cure Cervical Cancer Inc. to you any Cure Cervical Cancer Inc. or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Cure Cervical Cancer Inc. Cure Cervical Cancer Inc., Curecervicalcancer.net, and the Curecervicalcancer.net logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of Cure Cervical Cancer Inc.. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Cure Cervical Cancer Inc. or third-party trademarks.
6. **Changes.** Cure Cervical Cancer Inc. reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Cure Cervical Cancer Inc. may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
7. **Termination.** Cure Cervical Cancer Inc. may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Curecervicalcancer.net account (if you have one), you may simply discontinue using the Website. Cure Cervical Cancer Inc. can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
8. **Disclaimer of Warranties.** The Website is provided "as is". Cure Cervical Cancer Inc. and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a purpose and non-infringement. Neither Cure Cervical Cancer Inc. nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
9. **Limitation of Liability.** In no event will Cure Cervical Cancer Inc., or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Cure Cervical Cancer Inc. under this agreement during the twelve (12) month period prior to the cause of action. Cure Cervical Cancer Inc. shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
10. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Cure Cervical Cancer Inc.' Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your



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country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

11. **Indemnification.** You agree to indemnify and hold harmless Cure Cervical Cancer Inc., its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between Cure Cervical Cancer Inc. and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Cure Cervical Cancer Inc., or by the posting by Cure Cervical Cancer Inc. of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Colorado, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Denver County, Colorado. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Denver, Colorado, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Cure Cervical Cancer Inc. may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.