

Legal Terms and Conditions

1. Acceptance of Terms

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2. Disclaimer

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3. No Endorsement of Links to Other Web Sites

Any links to other sites are provided as merely a convenience to you. This Site may provide links or references to other sites but IRSF has not reviewed all of these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from the content from these other sites. You understand that, except for information, products or services clearly identified as being supplied by IRSF, IRSF does not operate, control or

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4. Privacy

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

5. Use of the Site

You also understand that IRSF 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 IRSF in connection with the use of the

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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.

9. NO WARRANTIES

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10. System Outages

ISRF periodically schedules system downtime for maintenance and other purposes. Unplanned system outages may also occur. IRSF 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 IRSF and its 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 IRSF's defense of any claim. IRSF reserves the right, at its 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 IRSF.

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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 Delaware, 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 Ohio and of the United States of America located in the State of Ohio 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 Ohio Courts and agree not to plead or claim in any Ohio Court that such litigation brought therein has been brought in an inconvenient forum.

14. International Users

IRSF makes 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 IRSF, at any time or times, to require performance of any provision hereof shall in no manner affect your or IRSF's right at a later time to enforce such provision. No delay or failure of you or IRSF 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 IRSF and you pertaining to the subject matter hereof.

In its sole discretion, IRSF 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 International Rett Syndrome Foundation, 4600 Devitt Drive, Cincinnati, OH 45246, or send an e-mail to admin@rettsyndrome.org

19. Assignment

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of IRSF. IRSF may, at any time, assign its rights or delegate its 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

UNDER NO CIRCUMSTANCES SHALL IRSF OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IRSF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE AND SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

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 IRSF has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IRSF 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. IRSF's Policy Regarding Copyright Infringement and Designated Agent

IRSF's policy regarding copyright infringement and IRSF'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 IRSF. IRSF 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. IRSF shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

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1) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed; a description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the Web page address where the copyrighted work may be found;

2) identification of the location on our web site of the material you claim has been infringed, or the link or reference to another web site that contains the material you claim has been infringed;

3) your name, address, telephone number and e-mail address;

4) a statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and

5) a statement by you, under penalty of perjury, that the

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