

Summary

Welcome to the #WeConquerCancer website (the "Website"), operated by the Conquer Cancer Foundation of the American Society of Clinical Oncology ("CONQUER CANCER") a Virginia nonprofit corporation. By using the Website, you acknowledge that you have read and agree to be bound by the following Terms of Use (the "Terms") and by our which is incorporated here by reference, and by all technical" Privacy Policy, and any other terms and conditions set forth by CONQUER CANCER from time to time by posting from a link on the Website. You agree to be bound by such revised terms as they may be posted from to time and that you are 13 years of age or older. If you do not agree to any of the terms and conditions set forth herein, you may not use the Website.

Eligibility and Registration

If you choose to create an account with us and become a member, you will be asked to provide an email address and password. We will also ask you to provide certain personal information, such as first name, last name, and email address, in creating your user profile. Once created, the user profile will be viewable by the general public. (You may, however, disable this option at any time via your profile settings). By registering with the website, you agree to provide true, accurate, and complete information.

You are responsible for all activities occurring under your email address, and for keeping your login and password secure. We may refuse to grant you access with a login that (i) impersonates someone else, (ii) may be protected by trademark or proprietary rights law, or (iii) is vulgar, offensive, or otherwise inappropriate, as determined by us in our sole discretion. Any attempt to access restricted areas without authorization is prohibited. You agree that if you become aware of any unauthorized use of your password or other security breach, you will notify us immediately by emailing support@conquer.org.

If you create an account with us, we may send messages pertaining to account information and other communications to your email. Please see our [Privacy Policy](#) for more information.

This site is intended solely for individuals 13 years of age or older. Any use or access of the site from users under 13 is strictly prohibited. We will terminate the membership of any such users and will work in good faith to remove any content they may have contributed to the CONQUER CANCER Website.

Creating Fundrasiers

All personal fundraising campaigns conducted to benefit the Foundation are subject to review and the Foundation may contact you as needed about the fund you are creating and may disable the fund at the Foundation's discretion.

Children under the age of 13 must have a parent or guardian register in his or her own name and ensure that the child's participation as a Fundraiser complies with these Terms and is under the parent or guardian's control and supervision. The parent or guardian shall be solely liable for the child's actions in relation to fundraising on the Website. Children between the ages of 13 and 17 (inclusive) may fundraise only with the permission of a parent or guardian. If you are between the ages of 13 and 17, by creating a Fundraiser, you acknowledge that you have your parent or guardian's permission.

Limitations on Use of the Website

As a registered user, you may use the Website to fundraise for the Foundation. By using the Website, you agree to abide by the following:

You agree nothing contained herein shall be construed in any way to create a joint venture, partnership or other similar relationship between Foundation and you, and that you do not have authority to act on behalf of, speak for, or obligate CONQUER CANCER in any manner.

You acknowledge that you are not permitted to use the Conquer Cancer Foundation's federally registered and common law trademarks, including Conquer Cancer Foundation® and the CONQUER CANCER logo (the "Marks"), in any manner outside of your own personal fundraising page unless approved in writing by Conquer Cancer. For clarity, you are not permitted to use the Marks in any personal or third party websites, publicity releases and/or other advertisements, or in

connection with any telemarketing or door-to-door solicitations. Nor can you use the Marks in connection with advertising any of your own goods and services, or as part of a cause marketing campaign (for example, stating that a portion of each sale will be donated to the Foundation).

You agree that you will not attempt to open any bank or other accounts utilizing the Foundation's name or any name confusingly similar thereto, and you acknowledge that you may not endorse, or attempt to negotiate, any checks made payable to the Foundation, which shall be promptly forwarded to Foundation for processing. At the Foundation's request, you agree to provide a written accounting setting forth the amounts raised for Foundation and the manner in which such amounts were ascertained, and to make available any other documents or materials in your possession related to this fundraiser.

You agree that you may not engage in activities that would violate any fiduciary or contractual relationship; any applicable local, state, national, or international law; or any regulations having the force of law, including but not limited to operating an illegal lottery or gambling operation, stalking or making threats of harm.

You understand that the Foundation will use all funds at their discretion for the Foundation's greatest need, and you will not direct the disbursement of any funds collected.

You will not use the Website or email tools made available to you in any illegal or objectionable manner.

You may not use the Website or any commercial purpose, or for any other purpose not provided for under these Terms without our prior written consent.

Donor Information

Please see our [Privacy Policy](#) for more information.

Intellectual Property

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You have sole responsibility for your User Content and the consequences of posting User Content to the CONQUER CANCER Website. You bear sole responsibility for the consequences of posting User Content.

We may remove or edit, with or without notice to you, any User Content for any reason, including User Content that we deem to be unlawful, obscene, or in violation of these Terms. We may, but are not obligated to, remove any other User Content that we determine in our sole discretion is fraudulent, threatening, libelous, defamatory, or otherwise objectionable, or infringe or violate any party's intellectual property or other proprietary rights. Our failure to block or remove any User Content, however, is not a warranty, endorsement, representation, or guarantee

regarding such User Content.

Disclaimer of Warranties

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To the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental or consequential damages, portions of the above limitation or exclusion may not apply.

In the event you have any dispute with one or more third parties as a result of your use of the Website, or are in any way damaged as a result of any third party in connection therewith, you hereby release and covenant not to sue or otherwise make a claim, demand or file any legal action or institute any legal or regulatory proceedings against us, our affiliates, officers, directors, employees, agents, representatives and suppliers from, for any claims, actions, demands or damages

(whether direct, indirect, special, incidental or consequential), of whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed.

Identification of Agent for Receipt of Copyright Infringement Notices

The Foundation is committed to respecting others' intellectual property rights, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement on the Website, please send a written notice of claimed copyright infringement to the Foundation's registered agent:

Kimberley Isbell, Associate Counsel
American Society of Clinical Oncology, Inc.
2318 Mill Road, Suite 800
Alexandria, Virginia 22314
e-mail: copyright@asco.org

In your notice, please provide the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

A description of the copyrighted work that you claim has been infringed upon.

A description of where the material that you claim is infringing is located on the Website, including but not limited to the URL.

Your address, telephone number, and e-mail address.

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Indemnity

You agree to defend, indemnify, and hold the Foundation and its subsidiaries, affiliates, members, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives harmless from any and all losses, expenses, costs or damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of or in any manner related to

any claim, demand or action based upon content uploaded by you to the Website; your use of or connection to the Website (including any use by you on behalf of your employer and any use by third parties under your accounts); your violation of the Terms; or your violation of any applicable laws or rights of another. The Foundation may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect the Foundation's rights or obligations shall be made without the Foundation's prior written approval. The Foundation reserves the right, at the Foundation's own expense and on notice to you, to assume exclusive defense and control of any such claim or action; in such case your corresponding indemnification obligation will end.

Governing Law

The Terms shall for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the law of the Commonwealth of Virginia, without regard to conflicts of law provisions thereof. You agree that exclusive jurisdiction and venue of any dispute with the Foundation or its licensors, or any of their respective affiliates, officers, directors, employees, contractors, agents, representatives or suppliers, arising out of or in any way relating to the Terms or your use of or inability to use the Website, services, or Content shall reside in the federal and state courts serving the city of Alexandria, Virginia. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens, or otherwise.