ALBANY MEDICAL CENTER TERMS OF USE

1. ACCEPTANCE OF TERMS

Albany Medical Center and its affiliated entities, including without limitation, the Albany Medical Center Hospital, Albany Medical Center Foundation and Albany Medical College (entities referred hereafter as “Albany Medical Center”), provide a collection of online resources, including web pages which constitute online information and communication service and internet site (collectively referred to hereafter as the “Service”). The use of any Service is subject to the following Terms of Use ("Terms"). When using any Albany Medical Center Service, you agree to abide by the Terms within this agreement as well as any applicable posted guidelines or terms for the particular Service, which may change from time to time. Should you object to any term or condition within the Terms, any guidelines or terms of a particular Service, or any subsequent modifications thereto, your only recourse is to immediately discontinue use of the Service. Albany Medical Center has the right, but is not obligated, to strictly enforce the Terms. In the event of a conflict between Terms within this agreement and specific terms associated with a particular Service, the specific terms associated with a specific Service shall control. Your use of an Albany Medical Center Service is also protected by and governed by Albany Medical Center’s Privacy Policy which can be accessed through the following link: http://www.amc.edu/About%20Us/web_privacy.html.

BY USING THE SERVICE IN ANY WAY, YOU ARE AGREEING TO COMPLY WITH THE TERMS OF USE.

2. MODIFICATIONS TO TERMS

Albany Medical Center reserves the right, at its sole discretion, to change, modify or otherwise alter these terms and conditions at any time which may become effective immediately upon posting.

3. CONTENT

You agree that all postings, messages, text, files, images, photos, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person posting it. You acknowledge that Albany Medical Center does not control, and is not responsible for Content made by third parties available through the Service. You acknowledge that Albany Medical Center does not pre-screen or approve third party Content, but that Albany Medical Center shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms, the law or for any other reason.

Albany Medical Center offers the Service for general information, communication, educational, and fundraising purposes only. Nothing related to the Service is intended as medical advice nor should be used for diagnosis or treatment apart from consultation with a qualified healthcare professional. The Service is not intended to create any physician-patient relationship, nor should it be considered a replacement for consultation with a healthcare professional. If you have questions or concerns about your health, please contact your healthcare professional or an Albany Medical Center healthcare provider at 518-262-3125. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. THIS SERVICE IS NOT
MONITORED ON A ROUTINE BASIS AND IS NOT INTENDED AS A MEANS OF OBTAINING URGENT MEDICAL CARE.

4. CONDUCT

You agree not to post, email, or otherwise make available Content that is objectionable in any way including any that is unlawful, harmful, abusive or harassing. You also agree that you will not use the Service for advertising or commercial purposes, deceptive practices, or that is objectionable in any way.

5. LIMITATIONS ON SERVICE

You acknowledge that Albany Medical Center may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that Albany Medical Center shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

6. ACCESS TO THE SERVICE

You are granted a limited, revocable, nonexclusive license to access the Service for your own personal use. Use of the Service beyond the scope of authorized access granted immediately terminates any permission or license.

7. TERMINATION OF SERVICE

You agree that Albany Medical Center, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Albany Medical Center believes that you have acted inconsistently with the letter or spirit of the Terms.

8. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing any portion thereof or further reproduction or redistribution is prohibited without the express written consent of Albany Medical Center. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. Albany Medical Center is a registered mark in the U.S. Patent and Trademark Office.

By posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Albany Medical Center an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting
Content to any public area of the Service, you automatically grant Albany Medical Center all
rights necessary to prohibit any subsequent aggregation, display, copying, duplication,
reproduction, or exploitation of the Content on the Service by any party for any purpose.

9. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE ALBANY MEDICAL CENTER SITE AND THE
SERVICE IS ENTIRELY AT YOUR OWN RISK. THE ALBANY MEDICAL CENTER SITE
AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS,
WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED
WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-
INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE
FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY
LAW, ALBANY MEDICAL CENTER DISCLAIMS ALL WARRANTIES INCLUDING
THOSE FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND
PERFORMANCE OF THE ALBANY MEDICAL CENTER SITE AND THE SERVICE AND
FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE
ALBANY MEDICAL CENTER SITE OR THE SITES OR SERVICE, OR ACCESSED
THROUGH ANY LINKS ON THE ALBANY MEDICAL CENTER SITE.

10. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ALBANY MEDICAL CENTER BE LIABLE FOR
DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY
DAMAGES (EVEN IF ALBANY MEDICAL CENTER HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE
OF THE ALBANY MEDICAL CENTER SITE OR THE SERVICE, WHETHER THE
DAMAGES ARISE FROM USE OR MISUSE OF THE ALBANY MEDICAL CENTER SITE
OR THE SERVICE, FROM INABILITY TO USE THE ALBANY MEDICAL CENTER SITE
OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION,
ALTERATION, OR TERMINATION OF THE ALBANY MEDICAL CENTER SITE
OR THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND
EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP
USING THE SERVICE.

11. INDEMNITY

You agree to indemnify and hold Albany Medical Center, its officers, subsidiaries, affiliates,
successors, assigns, directors, officers, agents, service providers, suppliers and employees,
harmless from any claim or demand, including reasonable attorney fees and court costs, made by
any third party due to or arising out of Content you submit, post or make available through the
Service, your use of the Service, your violation of the Terms, your breach of any of the
representations and warranties herein, or your violation of any rights of another.

12. GENERAL INFORMATION

The Terms, and any specific terms or guidelines associated with a particular Service, constitute
the entire agreement between you and Albany Medical Center and govern your use of the Service.
The Terms and the relationship between you and Albany Medical Center thereunder shall be governed by the laws of the State of New York without regard to its conflict of law provisions. The failure of Albany Medical Center to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, or the Terms, must be filed within one (1) year after such claim or cause of action arose or be forever barred.