

Terms of Use

Last Updated: November 29, 2012

INTRODUCTION

Welcome to the Internet sites (hereinafter the "Darwin Global Sites" or "Darwin Global Site" or "Darwin Global") of Darwin Global. The Darwin Global Sites are operated by Darwin Global, a division of Darwin Global, LLC and its affiliates (collectively referred to herein as "we," "us," or "our"). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE DARWIN GLOBAL SITES. By using the Darwin Global Sites, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the Darwin Global Sites. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms of use at any time in accordance with the procedures set forth below in the paragraph labeled "Amendment."

RESTRICTIONS ON USE OF MATERIALS

All materials contained in any Darwin Global Sites are the property of Darwin Global, LLC, its subsidiaries or affiliated companies and/or third-party licensors, or are used with permission. All logos, trademarks, service marks, trade names, and trade dress are owned by, and proprietary to, Darwin Global, LLC, its affiliates or licensees, or are used with permission. No materials from any Darwin Global Sites or any Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided that you (i) keep intact all copyright and other proprietary notices, (ii) make no modifications to the materials, (iii) do not use the materials in a manner that suggests an association with any of our products, services, or brands, and (iv) do not download quantities of materials to a database that can be used to avoid future downloads from any Darwin Global Sites. The use of any Darwin Global materials on any other Web site or computer environment is prohibited. Nothing contained on any Darwin Global Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks displayed on Darwin Global Sites without the written permission of Darwin Global, LLC. In the event you download software from any Darwin Global Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title of the Software to you. We (or our third-party licensors) retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, or auction the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a humanreadable form. You are advised that Darwin Global, LLC will aggressively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution.

Images

The images and photographs displayed on any Darwin Global Domain may be copyrighted material and used with permission from the following Image Providers: Getty Images, JupiterImages, ThinkStock, Wikimedia Commons, 123RF, and Smart Horizons. The use of this copyrighted material is in accordance with licensing agreements between Smart Horizons and its image providers. Downloading, copying, or otherwise reproducing this copyrighted

material is strictly prohibited and in direct violation of our Image Providers' Terms of Service agreements. To read these agreements, please click on one of the following links:

- [_Getty Images](#)
- [_JupiterImages](#)
- [_ThinkStock](#)
- [_Clipart.com](#)
- [_Wikimedia Commons](#)
- [_123RF](#)

SUBMISSIONS

We are pleased to hear from our visitors and welcome your comments regarding our products and services. Unfortunately, however, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested. Please do not send us any unsolicited original creative materials such as stories, ideas, screenplays, or original artwork. While we do value your feedback on our services and products, we request that you be specific in your comments on those services and products, and do not submit any creative ideas, suggestions, or materials (unless specifically requested by Darwin Global, LLC). If, through participation in certain activities, you send any material (e.g., postings to chat, boards, or contests) or, despite our request, you send us unsolicited creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now-known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions or any other person or entity.

FORUMS AND PUBLIC COMMUNICATION

"Forum" means a chat area, message board, instant messaging, Wiki, mobile messaging or e-mail function (including, but not limited to, electronic greeting cards) offered as part of any Darwin Global Site. If you participate in any Forum within a Darwin Global Site, you agree to follow the terms set forth below. You acknowledge that anything you submit to a Darwin Global Site by way of any Forum is routed through Darwin Global's servers and the Internet and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that the Forums and features on Darwin Global Sites are forums for public and not private communications. Please keep in mind that whenever you give out personal information online, via message boards or chat, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk. Users or visitors shall remain solely responsible for the content of their messages in the Forums. We are not responsible for the content or opinions posted or sent by users in any Forum. You take responsibility for postings under your username and use the information provided in the Forums at your own risk. We reserve the right to remove or edit content from any Forum at any time, for any reason, although we have no duty to do so. When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board, or other user-generated content area. Information obtained in a Forum may not be reliable, and therefore, it is not a good idea

to take any action, including to trade or make any investment decisions, based solely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information, and shall not be responsible for any trading, investment, or any other decisions made based on such information.

SITE RULES

The following is a list of the SITE RULES of conduct for the Darwin Global Sites. By using the Darwin Global Sites you agree not to do any of the following: Post, distribute, or otherwise make available or transmit any data, text, message, or computer file that we deem to be: (a) defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking; (b) bigoted, hateful, or racially offensive; (c) vulgar, obscene, or sexually explicit (language or images); or that (d) encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; Post, distribute, or otherwise make available or transmit any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to: (a) copyright, patent, trademark, or other proprietary rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation; Advertise or sell any products, services or otherwise (whether or not for profit), or solicit others or use any Forum for commercial purposes of any kind; Post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity; Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; Delete any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify; Post, distribute, or otherwise make available or transmit material or make statements that do not generally pertain to the designated topic or theme of any Forum. Additionally, you may use electronic greeting cards or mobile messaging for non-commercial purposes only. You must furnish your actual e-mail address or mobile phone number in order to send a card or message. Any business use -- "re-mailing," or other high-volume application -- is strictly prohibited. You are not permitted to send cards or messages using an automated program. Electronic greeting cards and mobile messages may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity. Electronic greeting cards and mobile messages that violate these guidelines will not be delivered. We reserve the right, but are under no obligation, to remove any material, and to turn over to law enforcement officials, any material, including message, e-mail, or posting, that is in violation of these SITE RULES. We also reserve the right to remove messages, e-mails, or postings that do not pertain to the designated topic or theme of the Forum. We also reserve the right to comply with any order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using a Darwin Global Site in violation of the law.

CONTENT LINKED TO ANY Darwin Global SITE

You should be aware that when you are on a Darwin Global Site, you could be directed to other sites that are beyond our control. There are links to other sites from Darwin Global pages that take you outside of our service. For example, if you click on a banner advertisement or a search result, the click may take you off the Darwin Global Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as

part of a co-branding relationship. You acknowledge that when you click on a link that leaves a Darwin Global Site the site you will land on is not controlled by us and different terms of use and privacy policy may apply. By clicking on links to other sites, you acknowledge that Darwin Global is not responsible for those sites. The inclusion of any such link does not imply any type of endorsement by Darwin Global of the linked site, its operators or any of the content, advertising, information, links, products or services available on or through such sites. We reserve the right to disable links from third-party sites to any Darwin Global Site, although we are under no obligation to do so. We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to a Darwin Global Site. We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from any Darwin Global Site. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any Darwin Global Site or third-party content on our sites. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We do 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 us with respect to such sites and third-party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

DISCLAIMER

THE MATERIALS IN THE DARWIN GLOBAL SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON ANY Darwin Global SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY Darwin Global SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON ANY Darwin Global SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your member name(s), password(s), and your account, as well as all activities that occur under your account. You hereby agree to indemnify, defend, and hold us, our affiliates, officers, directors, owners, agents, information providers, licensors, and licensees (collectively, the "Indemnified

Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your account or your use of the Darwin Global Site. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. Certain areas the Darwin Global Sites are accessible only to our clients who have been provided with a user name and password. Those users are solely responsible for maintaining control over the dissemination and use of the user name and password. We will not be responsible or liable for any unauthorized persons accessing secure areas within the Darwin Global Sites or confidential information available on or through such areas via use of the user name and password. You further agree to indemnify, defend and hold us harmless for any all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the content of any Darwin Global Site.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY Darwin Global SITE OR MATERIALS OR FUNCTIONS ON ANY SUCH SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY Darwin Global SITE.

JURISDICTIONAL ISSUES

Darwin Global is controlled and operated by Darwin Global, LLC and its affiliates from all of its U.S. offices. We make no representation that materials on any Darwin Global Site are appropriate or available for use in any particular location. Those who choose to access a Darwin Global Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list or otherwise in violation of export control laws or regulations.

AMENDMENT

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms of use at any time.. Please review this page and any other notices on the Darwin

Global sites on a regular basis to identify any such modifications. Your continued use of the Darwin Global sites serves as your acknowledgement and agreement to observe the applicable terms and conditions. We reserve the right at any time to modify or discontinue on a temporary or permanent basis the operation of the Darwin Global Sites and/or any software, information, products and/or services available on the Darwin Global Sites with or without notice. We shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.

TERMINATION

These terms of use are effective until terminated. You may terminate these terms at any time by discontinuing use of all Darwin Global Sites and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise. In the event that you terminate these terms of use, you agree to notify us of such termination by sending notice of such termination by certified United States mail, postage pre-paid to: Customer Support ATTN: Distributed Content Management System 4111 W. Gore Blvd. Lawton, OK 73505 We may immediately terminate these terms of use (including your access to any and all Darwin Global Sites) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of all Darwin Global Sites and destroy all materials obtained from such sites and all copies thereof, whether made under these terms of use or otherwise.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent: Service Provider: Darwin Global Name of Agent Designated to Receive Notification of Claimed Infringement: Name Please Full Address of Designated Agent to Which Notification Should be Sent: 4111 W. Gore Blvd. Lawton, OK 73505 Telephone Number of Designated Agent: Facsimile Number of Designated Agent: E-Mail Address of Designated Agent: To be effective, the notification must be a written communication that includes the following: A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice of a claim of copyright infringement to our users by means of a general notice on any Darwin Global Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records.

ENTIRE AGREEMENT AND SEVERABILITY

These Terms of Use incorporate by reference any notices contained on the Darwin Global Sites and constitute the entire agreement with respect to your access to and use of the Darwin Global Sites. If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.