

Terms of Use

A. Acceptance of these Terms

This application (herein, the "Application") is offered to you by the owner of this website and uses the **Platform** for **Engaging Everyone Responsibly** (herein "PEER") by Genetic Alliance, Inc., a 501(c)(6) non-profit based in Washington, D.C. ("Genetic Alliance" or "we" or "us"), working in conjunction with Private Access, Inc., a vendor and development partner.

Your use or access of this Application is subject to these Terms of Use (these "Terms"). If you do not agree to these Terms, you are not permitted to use this Application.

All PEER-based services (including this Application) utilize PrivacyLayer® from Private Access to assist you to control who can access or use any information you enter through this Application. Accordingly, if you chose to use this Application, you will need a Private Access account (or you must create a Private Access account if you do not already have one). As an individual user, there is no charge to you for a Private Access account. However, in conjunction with creating a new Private Access account, you will be required to agree to the terms of an Individual [End-User License Agreement](#) ("EULA") for PrivacyLayer®. From your Private Access account, you can control your privacy preferences for all information that you enter into this service as well as confidential or sensitive information held by other entities that also use PrivacyLayer® from Private Access to ensure that they adhere to their clients' privacy wishes with respect to information held by that entity. Other than your Private Access account information and privacy settings, all information that you enter through this Application is stored in the PEER database, which is also owned by Genetic Alliance. The PEER system supports a number of branded applications located on other websites, each of which also use PrivacyLayer. Thus, you can use your Private Access account to manage your privacy wishes for any of these services, or with respect to any other websites and/or services that display the PrivacyAssured by Private Access seal.

The EULA will be customized to the service to be provided, and its terms will supplement and in some cases may supersede these Terms. Our [Privacy Policy](#), which is posted on this Application, is incorporated by reference into these Terms.

B. Authorized Use of this Application, Restrictions, and Disclosures

1. You must meet the minimum age requirements of a referring site or be at least 18 years of age, legally competent, and a U.S. resident to use this Application.
2. You acknowledge and agree that we are not engaged in the practice of privacy law, either through this Application or associated services, and that this Application is not a substitute for professional legal advice.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR LEGAL RIGHTS, OR FEEL THAT YOUR PRIVACY HAS BEEN VIOLATED OR NEED LEGAL HELP, YOU SHOULD CONSULT WITH A LAWYER. WE HAVE NO RESPONSIBILITY TO PROVIDE LEGAL ADVICE OR TO TAKE ANY LEGAL ACTION IN RESPONSE TO INFORMATION YOU PROVIDE THROUGH THIS APPLICATION.

3. You also acknowledge and agree that we are not engaged in the practice of medicine, either through this Application or any associated services, and that this Application is not a substitute for professional medical advice.

Any information and advice through this Application is given on a generalized, generic basis, and is not specific to any individual patient's condition. Use of this Application does not create a care provider-patient relationship. On-line health services and health information cannot replace a health professional-patient relationship. YOU SHOULD ALWAYS CONSULT WITH A PROFESSIONAL FOR DIAGNOSIS AND TREATMENT OF ANY SPECIFIC HEALTH PROBLEMS. YOU SHOULD NOT DISREGARD ANY ADVICE OR TREATMENT FROM YOUR HEALTH PROFESSIONAL BASED ON YOUR INTERPRETATION OF WHAT YOU MAY READ THROUGH THIS APPLICATION.

4. We do not assume responsibility to respond to, or take specific action in response to, communications with us that are not in the English language.

5. We reserve the right to change the content on this Application and to suspend or deny access to this Application for maintenance or modifications.
6. You agree to use this Application in a manner consistent with all applicable laws, and solely for your own personal, non-commercial purposes.
7. You agree not to post through this Application any material that in the absence of express permission, would infringe on any third party's rights, including copyright, intellectual property, privacy and publicity rights, unless you have the appropriate legal authority to use such material and, by your action in doing so, you grant us all necessary rights, free of royalty and reporting requirements. You agree not to post any unlawful, disparaging, libelous, or otherwise objectionable content as reasonably determined by us.
8. You agree not to use this Application in any manner that could damage, disable or impair this Application. You agree not to attempt to use this Application to gain unauthorized access to any other website or service, accounts not registered to you, or computer systems or networks.
9. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, sublicense, rent, lease, frame, reverse engineer, de-compile, disassemble, modify, translate, make any attempt to discover the source code, algorithms, or processes of this Application, or create derivative works from, transfer, or otherwise use in whole or in part information, software, products or services obtained from this Application, or any third-party web services delivered through this Application, except for the purposes expressly provided therein, without our (and, if applicable, Related Parties' prior written approval. If you download any information or software through this Application, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.
10. You agree to not use our Trademarks and Service Marks (as defined herein) for any purpose including, but not limited to, use as metatags on other pages or sites on the World Wide Web without our (and, if applicable, our Related Parties' express written consent.
11. You agree to indemnify, defend and hold harmless Genetic Alliance, Private Access, the website owner offering this Application to you, and our Related Parties from all claims, liability, and costs (including attorney's fees) arising from your use of this Application that violates these Terms.

C. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

1. THE EULA INCLUDES SPECIFIC WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY PROVISIONS THAT APPLY TO INDIVIDUALS WHO ACTUALLY CREATE AN ACCOUNT THROUGH THIS APPLICATION. HOWEVER, IF YOU HAVE NOT YET CREATED AN ACCOUNT THROUGH THIS APPLICATION, THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY TERMS IN THIS SECTION SHALL APPLY TO YOU.
2. WE PROVIDE THIS APPLICATION "AS IS" AND WE DO NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION RECEIVED THROUGH THIS APPLICATION. WE GIVE NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WE EXCLUDE ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT.
3. YOU CANNOT RECOVER ANY DAMAGES FROM US RELATED TO YOUR USE OF THIS APPLICATION, INCLUDING ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES EVEN IF THIS LIMITATION DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.
4. CERTAIN JURISDICTIONS LIMIT DISCLAIMERS OF WARRANTIES OR LIMITATIONS ON LIABILITY. IN SUCH JURISDICTIONS, YOU MAY HAVE ADDITIONAL LEGAL RIGHTS, AND THE PROVISIONS OF THESE TERMS WILL BE IN FORCE TO THE FULLEST EXTENT PERMITTED BY LAW.

D. Intellectual Property Rights

Subject to our [Privacy Policy](#) and applicable law, all right, title and interest in this Application and any content contained herein is our exclusive property or, where applicable, that of our Related Parties and other third party users.

"Related Parties" means our licensors, licensees, vendors, suppliers, officers, directors, owners, employees, agents, contractors, and other representatives, as well as Private Access, and the website owner offering this Application to you.

The geneticalliance.org; diseaseinfosearch.org; reg4all.org; trialsfinder.org and PEERplatform.org domain addresses, the Genetic Alliance logo, Disease InfoSearch logo, Reg4ALL logo, TrialsFinder logo, and other Genetic Alliance trademarks and service marks referenced herein, and the phrase Registries for All Diseases; PEER; PEER Platform; PEER Network; and phrases "Platform for Engaging Everyone Responsibly" and "Platform for Engaging Everyone in Research" (collectively, the Genetic Alliance Trademarks and Service Marks) are the exclusive property of Genetic Alliance and are used with express permission.

The privateaccess.com, privateaccess.info and recruitsource.com domain addresses, the Private Access logo and other Private Access trademarks and service marks referenced herein, including but not limited to PrivateAccess[®], SetMyPrivacy[®], PrivacyAlert[®], FixMyPrivacy[®], PrivacyLayer[®], Privacy Assured[®], RecordsAgent, RecruitSource, RecordsValet[®], TrialsFinder[™] the phrase "Creating an environment of trust" and the Privacy Assured shield (collectively, the "Trademarks and Service Marks") are the trademarks and service marks of Private Access, Inc.

Other trademarks and service marks used in the Application, including Traitwise and its related marks, are the property of third parties.

Private Access is the owner of certain patents regarding individual control over confidential information, and various clinical trials recruitment services. Without limitation, this includes United States Patent Numbers 7,028,049; 7,664,753; 8,131,764, US Patent Application Number 2010-0250285, and various other pending patent applications. Portions of this Application may be covered by one or more of these patents, which are used with express permission of the patent owner.

You may use this Application in accordance with these Terms. Except as expressly provided herein or stated in writing by us and, if applicable, our licensors, no other license is granted expressly or impliedly by estoppel or otherwise under any patent or copyright or to use any trademark, service mark, trade secret or other intellectual property of Genetic Alliance, Private Access or any other party.

E. Governing Law, Dispute Resolution, and Jurisdiction

All matters relating to this Application or our services will be governed by the laws of California, without regard to conflicts of laws provisions.

If you have a complaint, inquiry, or dispute (collectively, a "dispute") regarding any aspect of this Application or our services, you are encouraged to bring it to our attention, using the procedures shown in the Application for contacting us. If we are unable to resolve the dispute ourselves, either you or we may submit the dispute to final and binding arbitration in Orange County, California, in accordance with the rules and procedures of the American Arbitration Association, with each party being responsible for its own costs and fees, and the joint costs of arbitration to be shared equally by the parties.

By agreeing to arbitration in these terms, You and We understand that both parties are relinquishing any right to pursue claims or have disputes resolved in a court of law, to compulsory discovery, or to the appeal of any adverse arbitration decision.

Any cause of action either party may have must be commenced within one year after the claim or cause of action arises or is actually known or should have reasonably been known to the disputing party. To the fullest extent permitted by applicable law, no arbitration or claim under these Terms may be joined to any other arbitration or claim, including any arbitration or other legal proceeding involving any other current or former user of this Application, and no class action proceedings will be permitted. Notwithstanding any other provision in these Terms, each of the parties will be allowed to apply for injunctive relief.

The parties agree that the jurisdiction and venue for such action seeking injunctive relief will be the courts of the county in which our principal place of business is located, or federal district court for the district in which our principal place of business is located. The parties further agree that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or ruling, or in any other manner provided by law.

F. Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied and is accessible in or through this Application in a way that constitutes copyright infringement, please write to our Copyright Agent at our organizational headquarters at Genetic Alliance, 4301 Connecticut Avenue, NW, Suite 404, Washington, DC 20008, or email us in care of LegalDept@PrivateAccess.com. The requirements for what you must include in your notice are in the Digital Millennium Copyright Act, 17 U.S.C. § 512.

G. Refund Policy

Genetic Alliance and Private Access stand by our products and services and will honor requests for refunds due to technical issues or dissatisfaction. We ask that you first contact Technical Support if you experience a technical issue with our software or services, including this Application. Please allow 12-24 hours for our Support Team to get back to you. If your issue cannot be resolved, please contact Private Access Customer Service for additional assistance.

If we are unable to resolve your concerns, or you are not satisfied with our services, you may request a refund of any money you have paid us. Once we receive your request, a refund will be initiated within 48 hours. Please note that Disease InfoSearch, Reg4All, TrialsFinder, other consumer-facing applications using PEER, and PrivacyLayer are currently free of charge to all individual users.

CONTACT INFORMATION

Technical Support
TechSupport@PrivateAccess.com

Customer Service
CustomerService@PrivateAccess.com

Sponsorship Inquiries
Sponsorships@GeneticAlliance.org

Telephone (Private Access)
(888) 917-7482 Toll-free from inside the US
(949) 502-7890 Standard toll charges will apply

Telephone (Genetic Alliance)
(800) 336-GENE (4363) - Toll-free from inside the US
(202) 966-5557 - Standard toll charges will apply

H. Other

Any failure or delay by either party to enforce any part of these Terms will not constitute a waiver of that party's rights under these Terms. We have no responsibility for any third-party websites not operated by us to which this Application may be linked. These Terms constitute the entire agreement and supersede any prior agreement or communications between you and us regarding this Application. If you have any questions about these Terms, please contact us at LegalDept@PrivateAccess.com.

I. Right to Change Terms

We reserve the right to change these Terms at any time. Your continued use of this Application after the effective date of the revisions constitutes your acceptance of the new Terms.

Version: September 30, 2013

Copyright © 2013 Genetic Alliance, Inc. All rights reserved.