

HEMOPHILIA OF GEORGIA WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use were last updated on March 2, 2020.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this website (the “website” or “site”), which is operated by Hemophilia of Georgia, Inc., for itself and on behalf of its wholly-owned subsidiaries, including, without limitation, Beacon Pharmacy, LLC (collectively, “Hemophilia of Georgia”), agree that access to and use of this site are subject to these Terms and Conditions of Use (the “Terms and Conditions”) and other applicable law. If you do not agree to these Terms and Conditions, please do not use this site.

1. Scope of Access to Website; User Account

Subject to these Terms and Conditions, Hemophilia of Georgia grants you a limited, revocable right to access and use this site solely for your personal use. To use certain features of this site you may be required to establish a user account, which will be accessible upon input of an authorized e-mail address, a designated password and other required information at either log in or initial user account registration. You are responsible for maintaining the security of any user passwords issued to you for use with the site, and you are also responsible for the integrity and security of the operating environment from which you access the site.

2. Copyright Ownership; Hemophilia of Georgia Publications

2.1 The entire contents included in this site, including but not limited to text, graphics, video, photographs, audio or otherwise is copyrighted as a collective work under the United States and other copyright laws, and is the property of Hemophilia of Georgia, Inc.; provided that we do not claim any interest in content originally posted by users of this site. The collective work includes works that are licensed to Hemophilia of Georgia. In addition, certain portions and materials are protected as individual works under copyright law. Accordingly, this site and the content provided by Hemophilia of Georgia are subject to the copyright of Hemophilia of Georgia, Inc., with ALL RIGHTS RESERVED. You are granted a limited right to display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from those areas of the site that allow such downloads and then solely for your own non-commercial use. Any other use, including but not limited to the reproduction, distribution, display or transmission of any of the contents of this site is strictly prohibited, unless authorized by Hemophilia of Georgia. You further agree not to change or delete any proprietary notices from materials downloaded or made available from the site. In no event may you excerpt, modify or make any derivative works from any of the materials made available by Hemophilia of Georgia through this website, except as otherwise authorized by Hemophilia of Georgia or applicable copyright law.

2.2 Among the contents that Hemophilia of Georgia makes available through this site are certain English and/or Spanish versions of publications, including *The Hemophilia, VWD and Platelet Disorders Handbook*. The copyright provisions noted in Section 2.1 of these Terms and Conditions and the limitations disclaimers set forth elsewhere in these Terms and Conditions shall apply to the publications accessible through the site and your use of such publications. In addition, Hemophilia of Georgia reserves the right at any time and without notice to discontinue making access to any or all materials on this site, including *The Hemophilia, VWD and Platelet Disorders Handbook*, available to site users or to condition any such access and availability to subscription fees or other fees.

3. Copyright Infringement Policies and Takedown Notices

3.1 It is Hemophilia of Georgia's policy (i) to block access to or remove postings or other content that it believes in good faith infringes the copyrights of third parties, and (ii) to remove and discontinue service to repeat infringers. If you believe that content posted on this website infringes your copyright, please send a notice of claimed copyright infringement, with the following information, to the Designated Agent noted below:

- (i) Information reasonably sufficient to permit Hemophilia of Georgia to contact you, such as your real name, address, telephone number, and, if available, an electronic email address at which you may be contacted;
- (ii) Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works on the site are covered by a single notification, a representative list of such works;
- (iii) Identification of the material that you claim is 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 Hemophilia of Georgia to locate such material, including if possible the name of such work, and where such material may be found on the site (please be as detailed as possible so that we can actually find the material that you claim is infringing);
- (iv) A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law;
- (v) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vi) Your electronic or physical signature.

3.2 Once a complete and proper notice of claimed copyright infringement is received by the Designated Agent, Hemophilia of Georgia will investigate such matter and take appropriate action(s), which may include, without limitation, removal of or disabling of access to infringing material and termination of site privileges of anyone who repeatedly infringes the copyrights of others.

3.3 The name and contact address for Hemophilia of Georgia's Designated Agent are as follows:

Webmaster, as Designated Agent
Hemophilia of Georgia
8607 Roberts Drive
Suite 150
Atlanta, Georgia 30350-2237

4. Trademarks

All trademarks, service marks and trade names of Hemophilia of Georgia used in the site are trademarks or registered trademarks of Hemophilia of Georgia.

5. Warranty Disclaimer and Medical Disclaimer

This site and the materials available on this site, including *The Hemophilia, VWD and Platelet Disorders Handbook*, are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Hemophilia of Georgia disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Hemophilia of Georgia does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Hemophilia of Georgia does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Hemophilia of Georgia is not engaged in the practice of medicine and does not endorse or support any particular factor concentrate or treatment protocol. Hemophilia of Georgia recommends that

you consult with your physician prior to starting any course of therapy. Occasionally Hemophilia of Georgia disseminates information on new treatments or therapies. Hemophilia of Georgia shares this for informational purposes only and makes no claim as to its accuracy or effectiveness.

6. Limitation of Liability

Hemophilia of Georgia shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site, even if Hemophilia of Georgia has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to you.

7. Term; Termination; Changes in Terms

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or any applicable shopping process. These terms and conditions, or any part of them, may be terminated by Hemophilia of Georgia without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination. If we decide to change these Terms and Conditions, we may ask that you review the Terms and Conditions again and confirm that they are acceptable to you prior to your continued use of the site and we will note at the top of these Terms and Conditions the date of the last update, which should alert you to changes in these Terms and Conditions since your prior visit to this website.

8. Notices

Hemophilia of Georgia may deliver notice to you by means of e-mail, a general notice on the site, or by other reasonable method to the address you have provided to Hemophilia of Georgia.

9. Inappropriate User Conduct on Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Hemophilia of Georgia employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

10. Responsibilities and Disclaimer Concerning User Posted Content

10.1 Hemophilia of Georgia does not assume any responsibility for materials posted to or created by users accessing the site, and is not in any manner responsible for the content of such user communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Hemophilia of Georgia is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Hemophilia of Georgia reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another, or (d) offensive or otherwise unacceptable to Hemophilia of Georgia in its sole discretion.

10.2 You are solely responsible for any content posted by you on this site and the consequences of such posting or publishing of them. In connection with each of your content submissions, you represent and warrant that: (i) you own or have the necessary licenses, rights and consents to use such submissions to enable inclusion and use of such submissions in the manner contemplated by this site and these Terms and Conditions; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual in such submissions to

use the name or likeness of each and every such identifiable individual to enable inclusion and use of such submissions in the manner contemplated by this site and these Terms and Conditions. In furtherance of the foregoing, you agree that you will not: (a) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant us all of the rights granted herein; (b) publish falsehoods or misrepresentations that could damage us or any third party; (c) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (d) post advertisements or solicitations of business. We reserve the right to remove, edit or not publish any content submitted by any users of this site without prior notice.

11. Indemnification

In addition to the indemnity obligations in Section 9.2 above, you agree to indemnify, defend, and hold harmless Hemophilia of Georgia, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these terms and conditions or any representations or warranties made by you under these Terms and Conditions, (ii) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account, and (iii) any content posted by you on this site.

12. Third-Party Links

In an attempt to provide increased value to our visitors, Hemophilia of Georgia may link to sites operated by third parties. However, even if the third party is affiliated with Hemophilia of Georgia, Hemophilia of Georgia has no control over these linked sites, each of which may have separate privacy and data collection practices, independent of Hemophilia of Georgia. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Hemophilia of Georgia seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

13. Privacy Policy

Your use of this site is also subject to Hemophilia of Georgia's Privacy Policy, which you may review by [clicking here](#).

14. Miscellaneous

Your use of this site shall be governed in all respects by the laws of the State of Georgia, U.S.A., without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site shall be in the state or federal courts located in Fulton County, Georgia. Any cause of action or claim you may have with respect to the site must be commenced within one (1) year after the claim or cause of action arises. Hemophilia of Georgia's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Hemophilia of Georgia may assign its rights and duties under this Agreement to any party at any time without notice to you.

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