

Terms and Conditions for our Website

Purpose

AVBRYTA ("AVBRYTA") provides this website (the "Site") to allow our members and other users to view, access, or exchange health-related information and access additional services.

The information provided on this Site is not a substitute for the advice of your personal physician or other qualified health care professional. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay seeking it because of something you have read on this Site.

If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

Agreement

BY USING THE SITE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE.

Revisions, Changes and Updates

We may revise the information on this Site or otherwise change or update the Site, including these Terms and Conditions, without notice to you. AVBRYTA may also make improvements and/or changes in products and/or services described on this Site or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Site will signify your continued agreement to these Terms and Conditions as they may be revised.

Links

This Site provides links to other websites that are owned or controlled by third parties ("Third Party Websites"). AVBRYTA provides links to Third Party Websites to connect you easily to additional sources of health information or third party services that may be of interest to you. We may not have any business relationship with the party that controls this type of Third Party Web site and a link to such a site is offered only as a convenience to you.

AVBRYTA also provides links to sites managed by AVBRYTA. ("AB"), or vendors that we have made arrangements with to offer you services to help you manage your health or to take and fulfill orders when you purchase items or materials from us. These sites

may be co-branded, meaning that they display the AVBRYTA, AB, and/or AVBRYTA logo as well as the logo of the third party vendor but they are owned or controlled by AVBRYTA or the third party.

Examples of Third Party Website links on this Site include, but are not limited to, links to social media sharing, links to research articles or news media referenced in an article, and links to AVBRYTA's website including its members only log-in features.

If you choose to utilize these links, you will leave this Site. AVBRYTA is not responsible for the content, security or the privacy practices of Third Party Websites that are not owned or controlled by AVBRYTA. Further, AVBRYTA does not accept any responsibility for or endorse or make any representations about them, or any information, software or other products or materials found there. AVBRYTA does not receive payment or other remuneration in exchange for your linking to or using any Third Party Websites. If you decide to access a Third Party Website linked to this Site, you do so entirely at your own risk. Please review the privacy statement and any terms of use of each Third Party Website you visit.

Access, Correction and Data Integrity

Although we attempt to maintain the integrity and accuracy of the information on the Site, we make no guarantees as to its correctness, completeness or accuracy. The Site may contain typographical errors, inaccuracies or other errors or omissions. Also, unauthorized additions, deletions or alterations could be made to the Site by third parties without our knowledge. If you believe that information found on the Site is inaccurate or unauthorized, please inform us by contacting our web manager.

Certain areas of the Site may include or allow for user-submitted postings. The site reserves the right to deny any posting that is submitted through the site or to remove any posting, and the reservation of these rights and the exercise of these rights are solely for the benefit of the site owners, operators, and sponsors, and for their own use. These rights neither imply nor shall they be used for the benefit of, or protection of, users of the site. The site may include guidelines for postings that are intended to focus the site, make it more useful, and prevent it from being used to benefit commercial interests. Any guidelines and the enforcement of those guidelines are not for the benefit of the users of the site. The site reserves the right to waive, ignore, or modify the guidelines. Areas of the site where postings may be submitted also may include a contact email address to which users may direct posting-related questions, if applicable.

Some portions of the site allow you to input and track information related to your health, including, but not limited to specific data related to weight, exercise, and diet. By inputting and tracking such information YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION THAT IS MANUALLY ENTERED INTO THE SITE, BOTH AT THE OUTSET AND DURING THE COURSE OF YOUR USE. Any information that you enter or track using the site, including specific data points and postings to any portion of the site, including any

message boards, will not be reflected in your medical record and will not be accessible to your treating physicians. AVBRYTA is not responsible for your use of the site or your reliance upon the information tracked using the site.

Use by Children

We do not knowingly allow AVBRYTA members under the age of 13 to create accounts that allow access to the secured features available from this Site.

Privacy Practices

Any personal health information you submit is governed by the AVBRYTA privacy practices. This includes information on your rights to see and receive copies of your personal health information. To deactivate your AVBRYTA.COM account, please contact the AVBRYTA.COM web manager. To the extent there is any inconsistency between these Terms and Conditions and the AVBRYTA.COM privacy practices, with respect to your personal health information the AB.org privacy practices shall govern, and with respect to any other information, these Terms and Conditions shall govern.

We may place Internet cookies on the computer hard drives of visitors to this Site. For instance, this Site uses Google Analytics Advertising Features which may include Remarketing with Google Analytics, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and Integrated services that require Google Analytics to collect data for advertising purposes, including the collection of data via advertising cookies and identifiers. Google Analytics, therefore, collects data about traffic on this Site via Google advertising cookies and identifiers, in addition to data collected through a standard Google Analytics implementation. Both first-party and third-party cookies are used. They may be placed on the computer hard drives of visitors to this Site. Information we obtain from cookies helps us to tailor our Site to be more helpful and efficient for our visitors. The cookies consist of a unique identifier that does not contain information about you or your personal health history. Both session cookies and persistent cookies may be used. A session cookie is temporary and expires after you end a session and close your web browser. Session cookies are used to help customize your experience on our site and to track your click path through our Site. Persistent cookies remain on your hard drive after you've exited from our Site, and they are used for several reasons. For instance, when you use our bookmarking features, we place a persistent cookie on your hard drive so that the next time you visit us, you will have that information available to you again. Persistent cookies do not contain any personal information about you, such as personal health information or a AVBRYTA Health/Medical Record number. You may have software on your computer that will allow you to decline or deactivate Internet cookies; but if you do so, some features of this site may not work properly for you. For instructions on how to remove cookies from your hard drive, go to your browser's help feature or website for detailed instructions. In addition, further information regarding cookies may be available on other websites or from your Internet service provider. You may also opt out of having your Internet traffic information tracked by using the [Google Analytics Opt-out Browser Add-on tool](#) and opt

out of advertiser data collection by using the [TRUSTe advertising preferences manager](#). Please note that this does not opt you out of being served advertising. You may continue to receive generic non-targeted ads.

AVBRYTA provides you with a number of online information services to help you better manage your health. These services are for your personal, non-commercial use only. If you are authorized by a member to input or access a member's health information, you agree to protect the confidentiality of this information and to comply with state and federal privacy laws that may prohibit the re-disclosure of health information without the express written authorization of the person who is the subject of the health information, including but not limited to federal law prohibiting the re-disclosure of health information regarding alcohol and drug abuse referral and treatment.

Breach and Termination

In consideration of being allowed to use this Site, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- Transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person or entity as determined by AVBRYTA in its sole discretion.
- Using the site in a way that is intended to harm, or that a reasonable person would understand would likely result in harm to the user or others.
- Using the site for any purpose in violation of local, state, national, or international laws.
- Posting or sharing material that infringes on the individual rights or privacy rights of others.
- Posting advertisements, chain letters, or solicitations.
- Collecting information about others, including e-mail addresses.
- Breaching any of these terms and conditions

AVBRYTA expressly reserves the right, in its sole discretion, to terminate a user's access to any or all areas of the Site for any reason, including due to any act that would constitute a violation of these Terms and Conditions.

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In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter notice. Notices and counter notices must meet statutory requirements imposed by the DMCA. To find more information, refer to the U.S. Copyright Office website at <http://www.loc.gov/copyright>.

In accordance with the DMCA, AVBRYTA has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

CJOHNSON@BDM-SCE.COM; AVBRYTA LLC. P.O. BOX 22095, BALTIMORE MD 21203. Phone: (1-888) 777-0497. (No solicitations)

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- The iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;
- These Terms are between you and us, and not with Apple;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Company, not Apple;
- Except as otherwise expressly set forth in these Terms, any claims relating to the possession or use of the iOS App are between you and us (and not between you, or anyone else, and Apple);
- In the event of any claim by a third party that your possession or use (in accordance with these Terms) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- Although these Terms are entered into between you and Company (and not Apple), Apple, as a third-party beneficiary under these Terms, will have the right to enforce these terms against you.
- In addition, you represent and warrant that:

- You are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country;
- You are not listed on any United States Government list of prohibited or restricted parties; and
- If the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

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Survival and Assignment

Your obligations under the following sections survive termination of this Agreement: Agreement and Terms; Important Note Regarding Content of Digital Property; License to Use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; Unsolicited Idea Submission Policy; No Warranty; Limitation Of Liability; Indemnification; Export Controls; Governing Law and Statute of Limitations; Termination; Severability; Miscellaneous; and Mobile Devices and Applications. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

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