

TERMS OF USE

The Allied Foundation, Inc. (“Allied,” “We,” or “our”) is a domestic New York non-for-profit, tax-exempt corporation founded by Allied Physicians Group. The mission of Allied is to impact and improve the health and wellbeing of residents within the Allied Physicians Group’s geographical footprint, which currently includes: Long Island, Queens, Brooklyn, Richmond, Westchester, Rockland and Orange. The following Terms of Use outline your obligations when using any websites associated with and/or related to Allied.

I. ACCEPTANCE OF TERMS

The Allied Internet site available at www.alliedfoundation.org (the “Allied website”) are owned and operated by Allied and can only be accessed and used by You (user or any person or entity that uses the Allied website) under the Terms of Use described below (“Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING THE ALLIED WEBSITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE ALLIED WEBSITE.

II. USER CONDUCT

You must:

- a. **Not** use the Allied website for sending any unlawful material, misleading, false or for fraudulent purposes;
- b. **Not** use the Allied website if You are under the age of eighteen (18), without the supervision and approval of a parent or legal guardian who is over the age of eighteen (18);
- c. **Not** violate these Terms of Use, other applicable agreement with Allied and any applicable local, state, national or international law, and any rules and regulations having the force of law;
- d. **Not** use the Allied website in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any content and/or information associated with the Allied website (Content) that may infringe, misappropriate or violate a third party’s rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- e. **Not** try to harm or hack into the Allied website in anyway whatsoever, including any acts that may affect the rights of user(s) or Allied;
- f. **Not** transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Allied website;
- g. **Not** take any action that will infringe on the intellectual property or other proprietary rights of Allied; and
- h. **Not** sell advertising, sponsorship, or promotions placed on or within the service or Content without the prior written approval of Allied.

III. USER FEEDBACK

Allied appreciates hearing from You, as well as our other users, and welcomes Your comments regarding the Allied website. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on the Allied website, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or

other information (collectively, the “Submissions”), such Submissions will be the property of Allied. In addition, none of the Submissions will be subject to any obligations of confidentiality and Allied will not be liable for any future use or disclosure of such Submissions.

IV. INTELLECTUAL PROPERTY; OWNERSHIP RIGHTS

a. Intellectual Property

The Allied website contains material that is protected by copyright and other applicable intellectual property laws in the United States and other territories and by international treaty provisions. The Allied website is used, not sold or given, to You by Allied for Your use only under this Terms of Use and all rights not specifically granted to You herein are reserved to Allied and to any third party with ownership rights in Allied website and documentation used in the Allied website. You may not remove any proprietary notice of Allied or any other party from any copy of the Allied website or documentation.

b. No Ownership Rights

You have no ownership rights in the Allied website.

V. TERMINATION; MODIFICATIONS

a. Termination

This Terms of Use is effective until terminated. Your rights under this Terms of Use are terminable by Allied at any time, and without any notice. This Terms of Use will terminate if Allied finds that You have violated any of the terms of this Terms of Use. Upon termination of this Terms of Use, You shall cease all use of the Allied website and any Allied site and service connected to such Allied website. All provisions relating to confidentiality and proprietary rights shall survive the termination of this Terms of Use.

b. Modifications

The rights granted under this Terms of Use including any website upgrades that replace and/or supplement the original Allied website. Allied reserves the right, from time to time, with or without notice to You, to change this Terms of Use in our sole and absolute discretion. The most current version of this Terms of Use will supersede all previous versions. Your continued use of the Allied website after changes is made means that You agree to be bound by such changes. As such, You have a duty to periodically review the Terms of Use.

VI. NO MEDICAL ADVICE GIVEN; LINKS TO THIRD PARTY SITES; DISCLAIMERS; LIMITATION AND LIABILITY; INDEMNIFICATION

a. No Medical Advice Given. The Allied website is designed for educational and philanthropic purposes only and is not engaging in rendering medical advice, recommendation, or professional services. The information distributed with the Allied website is not a substitute for professional care for diagnosing or treating a health problem or disease. If you suspect that you may have a health problem, you should consult a qualified health care provider.

b. Links to Third Party Sites. The Allied website may contain links or other websites. The linking to such websites does not constitute endorsement of those websites. Allied has no control over these websites, makes no representation as to the quality, content, copyright compliance or accuracy of those websites and assumes no liability with respect to them. These websites are governed by their own terms and use and privacy policies to which You are directed.

c. Warranty Disclaimers

YOU AGREE THAT YOUR USE OF THE ALLIED WEBSITE SHALL BE AT YOUR SOLE RISK. THE ALLIED WEBSITE IS PROVIDED “AS IS”, AND WE DO NOT WARRANT THAT DEFECTS IN THE ALLIED WEBSITE WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, ALLIED., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. ALLIED MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE ALLIED WEBSITE’S CONTENT OR THE CONTENT OF ANY WEBSITE LINKED TO ALLIED, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF ALLIED WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SECURERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. ALLIED DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ALLIED WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

d. Limitation of Liability

IN NO EVENT SHALL ALLIED, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SECURERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT ALLIED SHALL NOT BE LIABLE FROM CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE ALLIED WEBSITE IS CONTROLLED AND OFFERED FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. ALLIED MAKES NO REPRESENTATIONS THAT THE ALLIED WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE ALLIED WEBSITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

e. Indemnity

To the extent permitted by applicable law, You agree to defend, indemnify and hold harmless Allied, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Allied website; (ii) Your violation of any term of this Terms of Use; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim of damage by a third-party. This defense and indemnification provision will survive this Terms of Use and Your use of the Allied website.

VII. DISPUTE RESOLUTION

- a. You agree that the laws of the State of New York, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Terms of Use. We both agree that all of these claims can only be litigated in the federal or state courts of Suffolk County, New York, USA.

VIII. MISCELLANEOUS PROVISIONS

a. Waiver

No waiver of any breach of any provision of this Terms of Use by Allied shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of Allied.

b. Notice and Communications

Any questions, complaints or claims regarding the Allied website or this Terms of Use shall be directed to The Allied Foundation, Inc., 175 Broadhollow Road, Suite 150, Melville, NY 11747, Phone: 631-386-4185, hedwards@alliedfoundation.org.

IX. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by The Allied Foundation, Inc., 175 Broadhollow Road, Suite 150, Melville, NY 11747. If You have any questions, concerns, or complaints regarding the Services, please contact Allied by either sending: (i) an email to hedwards@alliedfoundation.org, or (ii) a letter, first class certified mail, to The Allied Foundation, Inc., 175 Broadhollow Road, Suite 150 Melville, NY 11747.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

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