

Terms of Use

Heart Valve Voice US (“HVV”) is a nonprofit patient advocacy organization that provides patients with a united voice to improve health for people living with heart valve disease. We advocate for early detection, meaningful support, and timely access to appropriate treatment for all people affected by heart valve disease. We work with people living with heart valve disease, clinicians, experts, researchers, industry partners, and other patient service and advocacy organizations.

We maintain the Services described below to provide you with information about us and offer an informative and engaging online community (My Valve My Voice) that can help people interested in heart valve disease to share information in meaningful ways.

NOTICE: Although the Services may include health-related information, HVV is not a medical referral service, does not provide healthcare services or medical advice, and does not recommend or endorse any particular provider or medical treatment. HVV does not handle any personal information pursuant to healthcare-specific laws, such as the Health Insurance Portability and Accountability Act (“HIPAA”). Information provided through the Services by HVV or other users is for general informational purposes only and should never be construed as applicable medical or health advice. Please consult your doctor concerning any medical questions or issues, including with respect to the diagnosis or treatment of heart valve disease. If you have a medical emergency, go to the emergency room of a local hospital or dial 911 immediately.

1. Acceptance of Terms of Use

HVV requires that all users of our website (at heartvalvevoice-us.org), patient community (My Valve My Voice), and any mobile applications or other related services we may offer (collectively, the “Services”) adhere to the following terms and conditions whether accessed via computer, mobile device, in person or otherwise, including any electronic content, functionality, features and applications (collectively, “Materials”) offered on or through the Services to you as a visitor or registered user. By accessing the Services you indicate your agreement and acceptance of these terms and conditions (collectively, our “Terms”). These Terms apply to both visitors to, and registered users of, the Services and by using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the eligibility requirements in these terms.

We reserve the right to revise these Terms and the services and programs mentioned in the Services without notice. Your right to access or use the Services can be terminated if you violate these Terms, and we reserve the right to seek all available legal remedies for such violations. Any rights not expressly granted herein are reserved. Please check back periodically to review any changes to our Terms. *Please see Sections 11-14 below regarding your legal rights in any dispute involving our Services.*

2. Your Responsibilities

You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of others, we prohibit the creation of, and you agree that you will not create an account for anyone other than yourself. All information you provide or provided to us upon registration and at all other times must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password for the Services (if any) secret and

secure. You are solely responsible for your interaction with other users of the Services, whether online or offline. You agree that we are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Please exercise common sense and your best judgment when interacting with others, including when you submit or post Use Content (described below) or any personal or other information.

3. User Conduct and Restrictions

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services. Except as expressly provided herein, we and our third party licensors reserve all rights with respect to the Services, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; or (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation. You may not access or use the Services by means of any automated program, expert system, electronic agent or "bot," and shall not give any other person or entity unauthorized access to the Services. You are prohibited from "scraping," copying, republishing, licensing, or selling the data or information on the Services if you do so for commercial purposes.

4. Our Online Community and Your User Content

We endeavor to provide an engaging online community with forums and other interactive features (collectively, "Interactive Services") that can help people interested in heart valve disease to share information in meaningful ways. Use of such Services is subject to these Terms, and our posted [Community Guidelines](#).

The Interactive Services may allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") information, images, links and other content or materials (collectively, "User Content") on or through the Services. You represent and warrant that: (a) all of your User Content does and will comply with these Terms; (b) you own or control all rights to the User Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (c) You will pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through the Services; (d) You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not us, have fully

responsibility for such materials, including its legality, reliability, accuracy, and appropriateness; and (e) we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Services. We are not a backup service and you agree that you will not rely on the Services for the purposes of storing User Content. We will not be liable to you or third-party beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

You hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties the User Content that you post through the Services or otherwise provide to us, subject to our Privacy Policy. User Content will be considered non-confidential and non-proprietary. Furthermore, our Services may be subject to a compromise of security and the submission of User Content or other information you provide may not be secure. It is in our sole discretion to share, reproduce, publish, or post through the Services any User Content submitted by you or on your behalf.

We do not accept unsolicited materials or ideas and take no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

5. Privacy

Personal information collected by us in connection with the Services will be maintained in accordance with our posted [Privacy Policy](#). As noted below, some of your information may be made public when participating in our Interactive Services.

6. Reporting Copyright Infringement And Other Violations with respect to the Services

We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms. For allegations of copyright infringement, please follow the instructions below; otherwise, you can report any issues to us via the contact information provided at the end of these Terms. The remaining information in this section is provided exclusively for notifying us that your copyrighted material may have been infringed.

Pursuant to 17 U.S.C. 512(c)(2), written notification must be submitted in writing to the Designated Agent as follows:

Attn: Community Manager
Subject: Notification of Claimed Infringement

By mail to: 100 M ST, SE, Ste 600, Washington, DC 20003

Or via email to: info@heartvalvevoice-us.org

To be effective, the notification of copyright infringement must include the following: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) 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; (3) 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 the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider 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; (5) 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 (6) 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.

7. Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms and Privacy Policy. The Materials are owned by (or licensed to) us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein or with our express prior written permission, none of the information and Materials provided by the Services may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes. Trademarks and service marks that may be referred to in the Services are the property of HVV or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. Claims of copyright infringement should be direct to the contact information provided below.

8. Materials

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. The Services may be supported by sponsors or advertising revenue and may display sponsors, advertisements and promotions, and you agree that we may place such notices through the Services or on, about, or in conjunction with User Content. The manner, mode and extent of such notices are subject to change and you acknowledge that we may not always identify promoted services or content, or commercial communications as such. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

9. Links to Non-HVV Sites

The Services may contain links to third party sites. Access to any other website or service referenced in the Services is at the user's own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on other sites. We provide these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation or approval. The content, accuracy, opinions expressed and other links provided by linked sites are not

investigated, verified, monitored or endorsed by us. If you decide to visit, or transact business at any linked site, you do so at your own risk and it is your responsibility to take all protective measures. The third party sites are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

10. Linking to our Services

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

11. Disclaimer of Warranties; Limitation of Liability

YOUR USE OF THE SERVICES, MATERIALS AND USER CONTENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL USER CONTENT AND MATERIALS THEREIN ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

WE DO NOT ENDORSE, APPROVE OR VERIFY ANY POSTED USER CONTENT ON THE SERVICES AND WE SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY USER CONTENT POSTED ON THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO USER CONTENT

POSTED ON THE SERVICES, FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE SERVICES OR RELATING TO THE SERVICES.

12. Exclusions And Limitations; Consumer Protection Notice

If you are a consumer, the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. We reserve all rights, defenses and permissible limitations under the law of your state of residence.

For New Jersey Residents: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

13. Indemnification

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services and the User Content you make available via the Services by any means, including without limitation through a posting, a link, reference to other content, or otherwise.

14. Governing Law; Arbitration and Class Action Waiver

THE LAWS OF THE DISTRICT OF COLUMBIA WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE DISTRICT AND FEDERAL COURTS OF THE DISTRICT OF COLUMBIA IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

Excluding claims for injunctive or other equitable relief, for claims related to the Services, any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of the Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in the District of Columbia or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public

domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

15. Services Controlled from United States

Our Services are operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

16. Entire Agreement; Severability

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms, together with our posted Privacy Policy, which is incorporated into these Terms by reference, constitute the complete and exclusive statement of the agreement between you and HVV, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and HVV as a result of these Terms or your use of the Services.

17. Contact Information

If you have any questions, concerns or comments about these Terms or our Services, please contact us at 100 M St, SE, Ste 600, Washington, DC 20003, or via email at info@heartvalvevoice-us.org.

These Terms were last updated June 1, 2020.