

# Terms of Use

These [terms and conditions of use](#) (collectively, these “Terms of Use”) describe your rights and responsibilities with regard to use of the CancerX (“we”, or “us”) website, and all content and services contained therein (collectively, the “Website”).

Please read them carefully.

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## Acceptance of Terms of Use; Compliance with Law

These Terms of Use are a contract entered into by and between you and CancerX. By using, accessing, or registering with the Website, you agree to be bound and abide by these Terms of Use.

The CancerX Website is made available solely for your personal use and for general informational purposes. You agree to comply with all applicable laws while using the Website.

## Amendment of the Terms of Use

CancerX reserves the right to make changes to the Terms of Use at any time by posting revised terms directly to this page. Your continued use of the Website after the posting of the revised Terms of Use will be deemed acceptance of the changes.

You may not assign, sublicense, delegate or otherwise transfer the Terms of Use or any right granted hereunder.

## Modification and Termination of Services

CancerX reserves the right at any time in its sole discretion to modify, suspend, withdraw or terminate the Website.

## Privacy

Our Privacy Policy (available [here](#)) describes how we handle the information you provide to us when you use the Website. You understand that through your use of the Website you consent to the collection and use (as set forth in the Privacy Policy) of this information.

By using the Website, you accept all risks of unauthorized access to any information you provide to us.

## User Content and Code of Conduct

You are the sole authorized user of any account you create on the Website. As such, you are solely and fully responsible for all activities that occur under your username. This means you should take care to keep your password confidential.

Any content you post, create or make available through the Website must be your own. In other words, you must own the rights to that content. By posting on the Website, you grant us a license to use your content in our business activities.

CancerX has no responsibility for the content, materials, or information that you or other users post on the Website. In your use of the Website, you agree to act in a lawful and respectful manner toward us and toward all other users.

We reserve the right to remove or refuse to post any user contributions that we, in our sole discretion, determine to be disrespectful or illegal.

## Disclaimer of Warranties

CancerX disclaims all express or implied conditions, representations, and warranties of any kind, statutory or otherwise, including without limitation (1) any implied warranty of merchantability or fitness for a particular purpose and (2) any warranty regarding the usefulness, security, safety, reliability, availability, accessibility, quality, suitability, truthfulness, accuracy or completeness of the Website and its content.

In other words, you access the Website at your own risk, and likewise any reliance you place on the Website content is at your own risk.

Nothing on the Website should be construed as medical or legal advice. The Website is not intended for use in the diagnosis or treatment of individual medical conditions.

The Website may include content or other materials provided by third parties (including other users). All statements made and opinions expressed on the Website are solely the responsibility of the person or entity providing the content. We do not endorse any statements made or opinions expressed in content provided by third parties.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## Links and Third-Party Services

The Website may contain links to other sites, applications, and resources provided by third parties or references to specific medical professionals by name, address, or affiliation. You acknowledge and agree that (a) CancerX is not responsible for the availability of such external sites or resources, (b) all links and identifications are provided solely for your convenience and for other informational purposes, and (c) CancerX does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites, resources, or medical professionals or their affiliations.

## Limitation of Liability

CancerX will not be liable to you or any third party if for any reason all or any part of the Website is unavailable or out of date at any time or for any period. We will not be liable for any modification, suspension, withdrawal or termination of the services or content provided through the Website, or related loss of information.

CancerX will not be liable for any direct, indirect, punitive, special, incidental, consequential or exemplary damages arising out of or in connection with your use of the Website.

If you are dissatisfied with the services or content provided through the Website, your sole and exclusive remedy is to discontinue your use of the Website.

## Intellectual Property Rights and Use of Website Content

The Website and content, features, and functionality are owned by CancerX or its licensors and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All rights relating to the same are reserved.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You agree not to reproduce, modify, publicly display, publicly perform, store, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit or create derivative works of any of the Website content, in whole or in part, by any means, except as expressly authorized in writing by CancerX or, if the content was not created by CancerX, by the creator of the content.

If you wish to make any use of any content or other material on the Website, you may contact us at [hello@cancerx.health](mailto:hello@cancerx.health).

## Copyright Infringement Notices

CancerX is committed to respecting others' intellectual property rights, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement on the Website,

please send a written notice of claimed copyright infringement to  
hello@cancerx.health.

## Indemnity

You agree to hold CancerX harmless from, and to defend and indemnify us against, any claim or action and associated damages arising from or related to your use of the Website. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and any negotiations for its settlement or compromise.

## General Terms

These Terms of Use are governed by the laws of the United States of America and the laws of the State of Florida.

ANY DISPUTE UNDER THESE TERMS OF USE SHALL BE RESOLVED BY ARBITRATION BEFORE ONE ARBITRATOR AND IN ACCORDANCE WITH THE THEN-PREVAILING RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION SHALL TAKE PLACE IN HILLSBOROUGH COUNTY, OR SUCH OTHER LOCATION AS THE ARBITRATOR SHALL SELECT.

These Terms of Use and the Privacy Policy referenced herein constitute the entire agreement between you and CancerX relating to their subject matter, and cancel and supersede any prior agreements, including previous versions of the Terms of Use and the Privacy Policy.

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