



**younginvisibles.com**

**Terms of Use  
Effective June 1, 2019**

These Terms of Use (“Terms”) set forth the terms and conditions governing your use of the younginvisibles.com website (“Website”) presented by Young Invisibles (Yi), a project of Physician-Parent Caregivers (collectively, "PPC"). By using the Website in any manner, you agree to all terms and conditions contained or referenced in these Terms. These Terms apply only to your use of the Website and do not apply to any other website or change or alter any other agreement between you and PPC.

PPC reserves the right, in its sole discretion, to modify or change these Terms at any time with or without prior notice to you. You should visit this page periodically to review the current Terms; the date of the last update will be posted at the top of these Terms for your convenience. In the event of a material change, we will notify you in an appropriate manner, such as by posting notice on our home page or by sending an email. Your continued use of the Website following the posting of any changes to the Terms constitutes your acceptance of those changes. If at any time you do not agree with these Terms, you must immediately stop using the Website.

**Privacy Policy**

PPC is concerned about your privacy and has developed a policy to address privacy concerns. Please see our Privacy Policy here regarding the collection and use of your information on the Website. By using the Website, you are consenting to the terms of our Privacy Policy.

**Description of the Services**

younginvisibles.com offers visitors information on the young invisibles social movement, community, a blog, an ability to donate to and/or join Yi, a social networking site for young adults who suffer from chronic conditions, and volunteer (together, “the Services”).

**No Medical Advice**

You acknowledge that Yi/PPC does not provide medical advice, and you agree that you will not use the Website as a substitute for or supplement to advice from a qualified medical professional.

**Notice Regarding Children**

younginvisibles.com is intended for adults only. We do not intend for this website to collect information from anyone under the age of 18. Information published on this site is not intended for anyone under the age of 18.

**Registration Obligations**

You will be required to register in order to use certain features of the Website, such as social networking, joining the Yi Movement, volunteering or blogging. In registering as a user of the Website, you agree to provide accurate, current, and complete information about yourself as prompted (such information being the “Registration Data”) and maintain and promptly update the Registration Data to keep it accurate, current, and complete. PPC reserves the right to deny access to areas requiring registration for any reason.

### **Account Password and Security**

Some features of the Website require Registration (“Restricted Areas”). At the time of registration for online account access, you must provide a valid email address and supply a Username and Password to be used in conjunction with your account. You are responsible for maintaining the confidentiality of your Password, and are fully responsible for all uses of your Username and Password, whether by you or others. You agree to (a) keep you Password confidential and not share it with anyone else; (b) immediately notify Yi/PPC of any unauthorized use of your Username or Password, or your account, or any other breach of security; and (c) use only your Username and Password to access the Website’s Restricted Areas. Yi/PPC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that Yi/PPC is authorized to act on instructions received through use of your Username and Password, and that Yi/PPC may, but is not obligated to, deny access or block any transaction or communication made through use of your Username and Password without prior notice if we believe that your Username and Password are being used by someone other than use, or for any other reason.

As a result of your registration on the Website, you may receive certain email communications from Yi/PPC related to content found on the Website. You understand and agree that these communications are part of your registration, and that you may opt out of receiving these communications at any time by sending an email to [hello@younginvisibles.com](mailto:hello@younginvisibles.com). However, even if you opt out of receiving email communications from Yi/PPC about content on the Website, we may still send you emails related to the use of your account.

You acknowledge, consent, and agree that Yi/PPC may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce the Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your request for customer service, or (v) to protect the rights, property, or personal safety of Yi/PPC, its users, or the public.

### **Ownership and Use of Website Information**

All information, materials, and other content located on the Website, except noted third party materials, are the property of Yi/PPC or its members, and are protected under United States and international copyright laws and treaty provisions. You may download, view, copy and print content from the Website solely for your own personal use or on behalf of another for their personal use. You may not use the Website for commercial purposes. You must maintain and

plainly display all copyright and other proprietary notices in the same form and manner as on the original, and otherwise comply with these Terms.

### **User Conduct**

By using the Website, it is your responsibility to know, understand, and abide by our rules of use. These rules are not meant to be exhaustive, and Yi/PPC reserves the right to determine what types of conduct it considers to be inappropriate use of the Website and to take such measures as it sees fit. Yi/PPC reserves the right to add to or amend this list of rules at any time.

You agree that you will not use the Website to:

1. Post, email, transmit, upload, or otherwise make available content that harasses, abuses, defames, or threatens other users, that invades another user's privacy, that contains profanity, obscene, or otherwise objectionable content, or that degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification;
2. Violate or encourage the violation of legal rights of others, including without limitation copyright and other intellectual property rights, trade secrets, privacy, or publicity rights;
3. Stalk or otherwise harass another;
4. Post, email, transmit, upload, or otherwise make available content that contains any other party's intellectual property unless you have the right to do so;
5. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website;
6. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
7. Post, email, transmit, upload, or otherwise make available content that places third-party advertisements;
8. Post, email, transmit, upload, or otherwise make available hoaxes or other material intended to deceive other users;
9. Generate or facilitate unsolicited bulk commercial email, post spam or other advertisements or solicitations, solicit funds, promote commercial entities, or otherwise engage in commercial activity;
10. Post, email, transmit, upload, or otherwise make available any material that contains software viruses, worms, Trojan horses, corrupted files, or any other computer code, files, or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

11. Alter, disable, interfere with, circumvent, or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
12. Test or reverse engineer the Website in order to find limitations or vulnerabilities or to evade filtering capabilities;
13. Intentionally or unintentionally violate any applicable local, state, national, or international law; or
14. Engage in any other activity which Yi/PPC in its sole discretion considers inappropriate.

Violation of these rules may result in the removal of your content from the Website and/or the suspension or cancellation of your account. Moderators may impose additional rules on the use of specific social networking areas, and you agree to abide by those rules in addition to any rules provided in these Terms. In the event of a conflict between these Terms and any additional rules provided by moderators, these Terms shall control, except to the extent that the additional rules impose any additional restrictions and liabilities on your actions.

You understand and agree that portions of the Website may or may not be moderated, and that moderators shall have the ability, but not the obligation, to edit, move, or remove content in moderated areas.

You understand that all materials submitted to the Website by users (“User Materials”), including but not limited to profile information, photos, wikis, blog entries, comments, bulletin board, forum, or other postings, audio/video materials, and communications with other users, whether privately transmitted or made generally available, are the sole responsibility of the person from whom such User Materials originated. That means that you, not Yi/PPC, are responsible for all User Materials that you upload, post, share, email, transmit, or otherwise make available via the Website. Under no circumstances will Yi/PPC be liable in any way for any User Materials uploaded, posted, shared, emailed, transmitted, or otherwise made available via the Website.

You acknowledge that Yi/PPC may or may not pre-screen User Materials, but that Yi/PPC and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Materials, in whole or in part, that are available via the Website. Without limiting the foregoing, Yi/PPC and its designees shall have the right to remove any User Materials that violate the Terms or are otherwise objectionable in Yi/PPC’s sole discretion. You understand that by using the Website, you may be exposed to User Materials that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Materials. You further acknowledge and agree that any reliance on User Materials is at your own risk.

If you submit User Materials to Yi/PPC via the Website or any other mechanism, you grant to Yi/PPC an unrestricted, perpetual, irrevocable, royalty free, worldwide, transferable and

sublicensable license to use in any way for any non-commercial purpose, including without limitation the right to reproduce, copy, display (publicly or otherwise), perform (publicly or otherwise), modify, transmit, distribute, edit, reformat, translate, and make derivative works from those materials or information. You understand that you will not be compensated or credited for any such use. You agree that you shall have no recourse against Yi/PPC or any right to license fees or royalties for any alleged or actual infringement or misappropriation of any property included in your communications to us.

Yi/PPC reserves the right to revoke your permission to use the Website at any time, and your use shall be discontinued immediately upon such notice from Yi/PPC. Access to the Website may be monitored or logged without further notice to you.

### **Indemnity**

You agree to indemnify, defend, and hold harmless Yi/PPC and its affiliates, officers, employees, agents, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, any transaction resulting from your use of the Website or communications with others on or through the Website, your connection to the Website, your violation of these Terms, your submission, posting, or transmission of User Materials to the Website, and/or your violation of any law or the rights of another.

### **Links to [younginvisibles.com](http://www.younginvisibles.com)**

You may link to the Website subject to the following restrictions. You agree that you will not (a) include links to any Website page other than <http://www.younginvisibles.com>; (b) "frame" or impose editorial comment, commercial material or any type of identification on or in proximity to content displayed on the Website; (c) alter or modify Website content, "cut and paste" or otherwise reproduce the Website content on the website that links to the Website; (d) misrepresent your relationship with Yi/PPC or the Website or imply that Yi/PPC or the Website has any connection with, or is endorsing or sponsoring, you or your website; or (e) present false, misleading or defamatory information about Yi/PPC or its services. You further agree that you will not link to the Website if content on the linking site contains libelous, defamatory, obscene, pornographic, or patently offensive material. You link to the Website at your own risk; Yi/PPC is under no obligation to maintain the Website, provide or update Website content or otherwise support your link to the Website. Yi/PPC may revoke its authorization for you to link to the Website at any time for any reason or no reason, and you agree to remove any and all links to the Website upon notice by Yi/PPC.

### **Links to Other Websites**

[younginvisibles.com](http://younginvisibles.com) contains links to other websites solely as a convenience to persons who visit the Website. Yi/PPC makes no representations about websites linked from the Website. The inclusion of any such link on the Website does not imply that Yi/PPC endorses, recommends or accepts any responsibility for such sites, their content, policies, practices, products, services or companies. We encourage you to read the terms of use and privacy policies of any website that you visit, including those linked from the Website, as their terms and policies may differ from ours.

### **No Endorsements**

younginvisibles.com may reference or mention other parties, their products or services. Any such reference or mention is not an endorsement, recommendation or sponsorship of that party, its product or services, but is merely for informational purposes.

### **Submissions**

Please see our Privacy Policy regarding our treatment of your personal information. Other than as set forth in the privacy policy, any information or material sent to Yi/PPC may not be treated as confidential.

### **Disclaimer of Warranties**

You expressly understand and agree that:

1. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PPC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. YI/PPC ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETING, MIS-DELIVERY, OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY PERSONALIZATION SETTINGS OR USER MATERIALS. PPC DOES NOT WARRANT THAT THE WEBSITE SHALL ALWAYS BE AVAILABLE, OR THAT YOU WILL BE ABLE TO UPLOAD OR ACCESS USER MATERIALS AT ALL TIMES. YOU SHOULD BACK UP ANY USER MATERIALS YOU UPLOAD TO THE WEBSITE IN AN OFFLINE LOCATION.
2. Any content downloaded or otherwise obtained through the Website is downloaded and used at your sole discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such content.
3. No advice or information, whether oral or written, obtained by you from Yi/PPC or through or from the Website shall create any warranty not expressly stated in the Terms.

### **Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT YI/PPC DISCLAIMS LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF YI/PPC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY ARISING FROM (i)

THE USE OR THE INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO UNSCHEDULED DOWNTIME OR YOUR ABILITY TO USE THE WEBSITE TO UPLOAD AND/OR ACCESS ANY CONTENT; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PORTAL; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE. WITHOUT LIMITING THE FOREGOING, PPC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE WEBSITE AT YOUNGINVISIBLES.COM OR THE SERVICES SHALL NOT EXCEED FIFTY DOLLARS.

### **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

### **Trademarks**

Young Invisibles, Yi, Physician Parent Caregivers and PPC are trademarks of Physician Parent Caregivers, Inc. Marks and trade names not owned by PPC and displayed or mentioned on the Website are the property of their respective owners.

### **Notice and Procedure for Claims of Intellectual Property Infringement**

PPC may, in appropriate circumstances and at its sole discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact PPC's Copyright Agent at the address listed below and provide a Notice containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material you claim is infringing is located on the site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

PPC's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached in the following way(s):

Physician-Parent Caregivers, Inc. (PPC)  
1901 Pennsylvania Avenue, NW  
Suite 401  
Washington DC 20006  
Fax: 240-238-260`  
Email: info@physicianparent.org

### **Violations**

You agree that you will report any violations of these Terms to info@physicianparent.org info.

### **No Third Party Beneficiaries**

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to this Agreement.

### **No Right of Survivorship and Non-Transferability**

You agree that your account on the Website is non-transferable and any rights to your Username or contents within your account terminate upon your death.

### **Jurisdictional Statement**

This website is controlled, operated and intended for use only in the United States of America. We do not represent that materials on the Website are appropriate or made available for use outside of the United States of America.

### **Governing Law**

These Terms and all matters relating to your access to, or use of the Website shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. You agree that any legal action or proceeding between PPC and you for any purpose concerning these Terms or the Website or in any way related to this website shall be brought exclusively in a court of competent jurisdiction sitting in Montgomery County, Maryland. Any cause of action or claim you may have with respect to these Terms, the Website, or PPC must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

### **No Waiver**

PPC reserves the right to take all legal and technical steps available, including pursuing civil remedies and criminal prosecution, for any violation of these Terms. PPC's failure to enforce these Terms in every instance in which it is entitled does not amount to a waiver of PPC's rights.

### **Miscellaneous**

If any provision of these Terms is held invalid, void or unenforceable, then that provision will be considered severable from the remaining provisions, and the remaining provisions shall remain

in full force and effect. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. PPC's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive PPC's right to act with respect to subsequent or similar failures. These Terms of Use set forth the entire understanding and agreement between you and PPC with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms of Use or the Website must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

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