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If you do not agree to these Terms, you are not authorized to use the Site AND WE ASK THAT YOU LEAVE THE SITE IMMEDIATELY.

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5. SUBMISSIONS

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For this reason, we ask that you not send us any Comments that you do not wish to assign to us, including any personal information or any original creative materials such as stories, product ideas, computer code or original artwork.

By sending us any Comments, you represent that you have all requisite rights to, and are authorized to disclose, all of the information contained in such Comments. You are fully responsible for any Comments you make and for the legality, reliability, appropriateness, and originality thereof.

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In connection with your access and use of the Site and that of any person authorized by you to access and use the Site, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Not in limitation of the previous sentence, in connection with your use of the Site, you may not cause or permit any person to do any of the following:

- (a) use the Site or Content for any unlawful purpose;
- (b) use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal

information;

(c) impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;

(d) use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;

(e) use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others; or

(f) use the Site to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

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9. LIMITATION OF LIABILITY

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(b) UNDER NO CIRCUMSTANCES WILL HUMBOLDT PARK HEALTH OR OUR REPRESENTATIVES BE LIABLE TO YOU, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE, OR THE TRANSMISSION OF INFORMATION TO OR FROM THE SITE OVER THE INTERNET, EVEN IF WE WERE ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF HUMBOLDT PARK HEALTH AND ITS REPRESENTATIVES WILL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Humboldt Park Health, its affiliates, and its and their officers, directors, employees, representatives, and agents, from and against all claims,

demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), arising out of: (a) any content, data, or information that you submit or transmit through the Site; (b) your access to and use of the Content, the Site, and other materials, products, and services available on or through the Site; (c) your violation of these Terms; and (d) your violation of any rights of any third party. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder.

11. JURISDICTION

These Terms will be construed and enforced in accordance with the laws of the State of Illinois. You submit to personal jurisdiction in Illinois, and any cause of action arising under these Terms or otherwise involving the Site must be brought exclusively in a court in Cook County, Illinois.

12. WAIVER OF JURY TRIAL JURISDICTION

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

13. MISCELLANEOUS

- (a) These Terms and the Privacy Policy (as each may be revised and amended from time to time) collectively constitute the entire agreement with respect to your access to and use of the Site and the Content.
- (b) Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.
- (c) Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our liability or indemnification) will continue in effect beyond any such termination of access to this Site.

- (d) These Terms do not confer any rights, remedies, or benefits upon any person.
- (e) We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.
- (f) Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.
- (g) If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.
- (h) Possible evidence of use of the Site for illegal purposes will be provided to law enforcement authorities.
- (i) Your discontinuation of use of the Site is your sole right and remedy for any dissatisfaction with the Site or any of the Content.

14. QUESTIONS

Please contact us with any questions regarding the Site or these Terms at:
773.292.8200