**TERMS OF USE**

**VAKKAS, A NJ NON-PROFIT CORPORATION**

**FEIN # 46-3845991**

**Vakkas is a 501(c)(3) organization.**

**Gifts are tax deductible to the full extent allowable under the law**

Effective Date: October 10, 2013

Last Revised: April 2015

1. Welcome to VAKKAS, a New Jersey non-profit public charity corporation (together with its affiliates, officers, directors, agents, employees, and representatives, collectively "VAKKAS"). These Terms of Use ("Terms of Use") are a contract between you ("you") and VAKKAS. They govern your access to and use of the VAKKAS.org website and all other websites owned and operated by VAKKAS that have these Terms of Use (collectively, the "Site"), including, but not limited to, all transactions conducted on the Site and all VAKKAS services provided in connection with the Site (together with the Site, the "Service").
2. By accessing or using the Service, you signify that you have read all of the terms and conditions in, and linked to, these Terms of Use (including the Privacy Policy). By using the Service in any manner, including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials or services to the Site, you agree to be bound by these Terms of Use.
3. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

**Summary of Service**

1. VAKKAS is a platform which enables donors or contributors ("Contributors") to fund clinical hospital treatments for financially eligible and approved under-insured and uninsured cancer patients and patients with other catastrophic illnesses ("Profiles") receiving treatment in federally qualified 501(c)(3) hospitals in the United States. Qualified Profiles receiving treatment at non 501(c)(3) hospitals may be eligible if they submit additional documentation as explained in paragraph 35.
2. Treatments funded through the Site are provided by the federally qualified 501(c)(3) and, in certain circumstances, non 501(c)(3) hospitals, in the United States (collectively, "Hospitals"). Contributors, Profiles, Hospitals and Pharmaceutical companies using the Service are altogether VAKKAS Users ("Users"). Through the Service, the Site provides an online platform for helping the communities of financially needy cancer patients and patients with catastrophic illness through designated tax-deductible donations in honor of these patients by the public. Hospitals and Pharmaceutical Companies become Contributors when they make donations to Profiles through the Site.
3. Through the Service, email, websites, and other media, VAKKAS makes accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, other materials and information, and associated trademarks and copyrightable works (collectively, "Content"). Users of the Service may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible ("Submit") Content ("User Submissions").

**Acceptance of Terms of Use**

1. The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy, and all other operating rules, policies, and procedures that may be published on the Site by VAKKAS, all of which are incorporated into these Terms of Use by reference. These Terms of Use apply to every User of the Service. In addition, some services offered through the Service may be subject to additional terms and conditions adopted by VAKKAS ("Supplemental Terms"). Supplemental Terms will either be listed elsewhere in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental service(s). Your use of those services is subject to those Supplemental Terms, which are incorporated into these Terms of Use by this reference. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms will control with respect to such supplemental service(s).
2. **PLEASE NOTE THAT THESE TERMS OF USE ARE SUBJECT TO CHANGE BY VAKKAS IN ITS SOLE DISCRETION AT ANY TIME.**
3. When changes are made, VAKKAS will make the new version of these Terms of Use available on the Site, and any new Supplemental Terms will be made available from within or through the affected service(s) on the Site. We will also update the "Last Updated" date at the top of these Terms of Use or the Supplemental Terms. Any changes to these Terms of Use will be effective immediately for new and existing Users of the Service. If you do not agree to any change(s) as indicated under the "Last Updated" date, you must stop using the Service. Otherwise, your continued use of the Service will constitute your acceptance of those changes. **PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS OF USE.**
4. VAKKAS reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. VAKKAS may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.
5. The Service is available only to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. If you are registering an Account on behalf of a minor who is younger than at least 18 years old (and at least the legal age in your jurisdiction), you must certify, register and create an account as a legal guardian.
6. If you are registering an account on behalf of a corporation, partnership, limited liability company or other legal entity, including but not limited to Hospitals and Pharmaceutical companies, you represent that you have the authority to accept these Terms of Use on behalf of the company you have named as the User, and to bind that company to these Terms of Use. VAKKAS may, in its sole discretion, refuse to offer or provide the Service to any person or entity and change its eligibility criteria at any time.

***Registering Your Account***

1. You may access certain Content on the Site without registering, but in order to access certain features of the Service, you may be required to register an account on the Site ("Account") and to select a password. For purposes of the Terms of Use, a "Registered User" is a User who has registered an Account, or has a valid account on the social networking service ("SNS") through which the User has connected to the Service (each such account, a "Third-Party Account").
2. You agree to provide accurate, complete, and updated registration information. Failure to do so will constitute a breach of these Terms of Use, which may result in immediate termination of your Account. You will not use as a User ID, domain name, or project name any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. VAKKAS reserves the right in its sole discretion to refuse registration of or cancel a User ID and Account. You are solely responsible for activity that occurs on your Account and will be responsible for maintaining the confidentiality of your password for the Site. You will never use another User's Account without the other User's express permission. You will immediately notify VAKKAS in writing of any unauthorized use of your Account, or any other known Account-related security breach. If you provide any information that is untrue, inaccurate, not current or incomplete, or if VAKKAS has reasonable grounds to suspect that any of your information is untrue, inaccurate, not current or incomplete, then VAKKAS has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account or use the Service if you have been previously removed by VAKKAS, or if you have been previously banned from the Service.
3. If you access the Service through an SNS as part of the functionality of the Site, the Application and/or the Service, you may link your Account with Third-Party Accounts by allowing VAKKAS to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to VAKKAS and/or grant VAKKAS access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating VAKKAS to pay any fees or making VAKKAS subject to any usage limitations imposed by such third-party service providers. By granting VAKKAS access to any Third-Party Accounts, you understand that VAKKAS may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through VAKKAS ("Content") that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through Site via your Account. Unless otherwise specified in these Terms of Use, all SNS Content will be considered to be Your Content for all purposes of these Terms of Use. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Site. Please note that, if a Third-Party Account or associated service becomes unavailable or VAKKAS' access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH THOSE THIRD-PARTY SERVICE PROVIDERS, AND VAKKAS DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN THOSE THIRD-PARTY ACCOUNTS. VAKKAS makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and VAKKAS is not responsible for any SNS Content.

***Treatments: Fundraising and Donations***

1. VAKKAS is a platform where Contributors fund clinical hospital treatments for financially eligible under-insured and uninsured cancer Patients and Patients with catastrophic illnesses ("Profiles") receiving clinical treatment at qualified United States 501(c)(3) and non 501(c)(3) Hospitals. Donations can be in the form of monetary contributions or in-kind, such as medication coupons from Pharmaceutical companies, and clinical trial and treatment offers from the latter, Hospitals or other relevant institutions, at no cost to the Profiles who express their interest and willingness, on their registration forms, to be matched with clinical trial and treatment options.

***FOR CONTRIBUTORS***

1. By funding Profiles with the Service, you agree to be bound by these Terms of Use, including the following terms:
2. You agree to provide your payment information at the time you fund a Profile. The payment will be collected at the time of the donation. The amount you donate is the amount you will be charged.
3. You agree to provide VAKKAS with a PayPal account and associated payment information ("Payment Provider").
4. Your Payment Provider agreement governs your use of your PayPal account, and you must refer to that agreement and not these Terms of Use to determine your rights and liabilities.
5. By providing VAKKAS with your PayPal account and associated payment information, you agree that VAKKAS is authorized to immediately invoice your Account for all donations that you make to Profiles and that no additional notice or consent will be required.
6. You agree to immediately to notify VAKKAS of any change in your billing address or PayPal account used for payment hereunder. VAKKAS reserves the right at any time to change its billing methods, either immediately upon posting on the Site or by e-mail delivery to you.
7. If Contributors set up recurring donations and, for unexpected reasons, Contributors must stop those donations, they should contact VAKKAS and terminate their agreement.
8. VAKKAS reserves the right to cancel a donation at any time and for any reason.
9. VAKKAS reserves the right to reject, cancel, interrupt, remove, or suspend a Profile and any User (including Contributors) at any time and for any reason. VAKKAS will not be liable for any damages as a result of those actions. VAKKAS may or may not comment on the reasons for any of those actions. If a Profile or any User is rejected, canceled, interrupted, removed or suspended, or is no longer a Profile for any reason, all Contributors and other relevant Users that have funded the affected Profile will be so notified, after which time the Contributor(s) or the relevant User(s) will be able to advise VAKKAS on the reallocation of any unused portion of their donations toward other and related causes and in honor of other patients. The final decision on the reallocation of any unused portion of donations rests solely with VAKKAS. If any Contributor(s) or relevant User(s) fail to provide that advice in a timely manner, all donated funds will be reallocated to other eligible Profiles receiving treatment within the same Hospital or as determined by VAKKAS, in its sole discretion.
10. While VAKKAS will make every reasonable effort to have Profiles send thank you notes upon receipt of donations, VAKKAS cannot guarantee and cannot be held liable for Profiles posting thank you notes on the Site (or failing to do so).
11. One hundred percent (100%) of the amounts donated to a Profile by a Contributor or by any other relevant User will be allotted to the provision of the clinical treatment described in that Profile account and will be sent by VAKKAS to the Profile's Hospital Account. VAKKAS does not charge any fees for its services and does not take any percentages of donations for its services. Payment fees charged by VAKKAS's payment collectors, including PayPal and possibly others, will be deducted from the donations that Contributors and other relevant Users make to a Profile.

***How do monetary and non-monetary CONTRIBUTIONS work?***

1. Contributors make tax-deductible monetary donations to VAKKAS in honor of cancer patients and patients with catastrophic illnesses who can provide proof that their financial needs are approved and certified by their treating hospitals; or for specific cancer- and other catastrophic illness-related causes.
2. They can "adopt a patient" by signing up to meet the hospital bills and/or psycho-social needs for the lump-sum payment of fixed dollar amount, which could be donated in installments, indicated on the Site for the corresponding Profile. They can also donate to a specific cause (selected by diagnosis, state, hospital, etc.) by selecting "DONATE TO A CAUSE" rather than in honor of patients They can choose to make a "one time contribution" of their specified amount of donation in honor of patients or for specific illness-related causes
3. If a Hospital or Pharmaceutical company chooses to “adopt a patient” by donating their services in the form of clinical treatment free of charge, psycho-social treatments free of charge or medication coupons, it becomes a Contributor.
4. Patients post thank you notes on the Site if and when they receive donations within a reasonable period of time upon receipt of that donation. Thank you notes are also posted by VAKKAS if and when donations are made in honor of a cause, within a reasonable period of time upon receipt of the donation. While VAKKAS will make every reasonable effort to have Profiles send their thank you notes upon receipt of their donations, VAKKAS cannot guarantee and cannot be held liable for Profiles posting thank you notes on the Site (or failing to do so).
5. While VAKKAS takes every reasonable precaution to respect the advice of Contributors, VAKKAS is solely responsible for deciding how to use the donations to help the communities of cancer patients and patients with catastrophic illnesses with financial needs.

***FOR PATIENTS***

1. Eligible patients from eligible United States **501(c)(3) Hospitals** can register at the Site for a chance to be matched with contributors. In addition to the online registration, Patients must send VAKKAS:

**(i) a copy of their hospital billing statement showing the diagnosis and the outstanding balance for clinical treatment for cancer or other catastrophic illness after all insurance, gifts and charity are taken into account. This amount must match the amount requested on the Site for donations;**

**(ii) a copy of their financial eligibility determination letter provided to them by their 501(c)(3) Hospital as a result of the Patient Financial Assistance Policy.**

1. Eligible patients with catastrophic illnesses other than cancer and receiving treatment at eligible United States **501(c)(3) Hospitals** must send the following additional document:

**(i) a written statement certifying that they have been diagnosed with a "catastrophic illness," which must be signed by the Patient's primary physician at the Hospital.**

1. Patients with cancer or other catastrophic illness who receive treatment at **non 501(c)(3) Hospitals** must send the following additional documents in addition to the above-stated documents:

(i) A written note from the Hospital that the charges for diagnosis and/or treatment are no more than the amounts the Hospital bills to Medicare for such services.

1. The following are **not eligible to register** on the Site:

• Patients receiving cancer or other catastrophic illness treatment in hospitals outside the United States.

• Patients who do not send the above-mentioned required documentation, or who do not pass the verification process as determined by VAKKAS.

* Non US citizens who do not have the means to verify their financial eligibility as a result of the Patient Financial Assistance Policy are not currently accepted, but may be included in the future, if and as VAKKAS detects such a need and as VAKKAS' financial and administrative capacity grows to be able to verify this pool of needy patients.
1. Caregivers and family members can register their eligible patients, if the latter are not physically or mentally capable of doing so themselves.
2. Legal guardians and caregivers can register eligible patients who are minors (less than 18 years of age (or the age of majority in your jurisdiction).
3. Registering at VAKKAS as a patient does not guarantee that the requested funds for the outstanding hospital balance for cancer treatment will be met, either fully or partially.
4. The completion of the VAKKAS application is not a guarantee that a patient will be matched with a Contributor.
5. VAKKAS reserves the right to deny registration of patients, regardless of who makes the registration, within the framework of its administrative, technical, financial and other operational limits. It will never discriminate based on gender, race, color, sexual orientation, gender, identity, religious affiliation, age, disability, veteran status, national origin or any other basis prohibited by law.
6. Ultimate determination as to whether a patient qualifies to register with VAKKAS and become an eligible Profile will be made by VAKKAS, in its sole discretion, based on its review of the relevant circumstances.
7. The more information a patient is able to provide on VAKKAS' registration forms (diagnosis, gender, a short message, photo, etc.), the greater the likelihood a successful match will be made with a Contributor.
8. Unpredictable events might occur during treatment that can cause changes in the stated Hospital bill. If that should happen, the patient **cannot** make changes to his/her Hospital bill already stated in his/her VAKKAS registration.
9. Only after fully adopted by a Contributor, the patient can start a new registration process, subject to the conditions previously stated and potential new ones as outlined in updated Terms of Use. The new registration must explain the reasons for the additional treatment costs that cannot be afforded by the patient. Explanation must be provided in the message box.
10. If a Profile decides to change his/her hospital after treatment has started and the associated bills have been posted online, he/she can keep his application with the former Hospital affiliation and the associated outstanding balance for his/her cancer treatment there. He/she **cannot** start a new application for the new hospital treatment bills at the new hospital.
11. If a patient Profile already approved and registered on the Site answered "YES" to the question "Are you open to clinical trials?", then he/she agrees that VAKKAS can contact him/her with information on interested hospitals / institutions that are offering potentially suitable clinical trial and treatment programs. Upon written confirmation from such patients, VAKKAS can share the contact information of the offering hospital / clinical treatment-trial institution with the Profile in question, and not vice-versa. VAKKAS will not provide the patient information to the offering/contributing Hospital / Pharmaceutical company / institution.
12. If a Profile accepts the clinical trial offer/contribution of such a Hospital / Pharmaceutical company / institution, he/she is bound to tweet/email/send written notification to VAKKAS that he/she has done so and post an acceptance and THANK YOU note on the Site **within ten business days of accepting the offer**. Thank you notes can be sent by caregivers or social workers if the patient is not able to do so. VAKKAS is not liable or responsible for patients or caregivers or legal representatives posting thank you notes.
13. Acceptance of a clinical trial/treatment at an offering/contributing Hospital/institution is considered by VAKKAS a successful adoption of the patient by a Contributor.
14. All Patient Profiles are required to send written notification on the Site once charitable donations have reached their hospital accounts, or as soon as they have accepted an offer of treatment by another Hospital or clinical trial institution.
15. VAKKAS requires that the Profile send a thank you note within the ten business days after the patient learns that a donations has reached his/her hospital account. Profiles are not allowed to renew their registration on VAKKAS if a thank you note is not sent. Profiles who cannot comply with this requirement are urged to contact VAKKAS for a possible extension of the thank you note period. Thank you notes can be sent by caregivers or social workers if the registering patient profile is not able to do so, and in the case of patient Profiles who are minors, by their legal guardians.
16. If a Profile has not been matched with contributors within the 60-day period following his/her registration, VAKKAS will contact the Profile to inquire about status and his/her wishes regarding continued interest in being registered at the Site. VAKKAS has the right, in its sole discretion, to assess and reassess the profile's eligibility and the possibility of continued use of, or removal from, the Service.
17. Patients must provide complete and correct information on their registration forms and can be held liable for any false, incorrect or incomplete responses.
18. By registering on the Site, the patient gives his/her express permission for the use of his/her story/image (except that full names will never be used) in connection with all charitable fundraising efforts, including it being published on a website promoting a charity event, and/or in press releases, articles, news stories and/or other related media. The right to the patient's image/story is granted worldwide and in perpetuity, but only for use as set forth herein, and not in any other manner.
19. **VAKKAS does not seek to obtain any patient's medical records and/or treatment information. Patients and all Users registering at VAKKAS agree to provide the necessary registration information and agree not to sue or make any claim against VAKKAS for any violation of HIPAA or any related law, rule or regulation, or for any other reason related to their use of the Service and Site.**
20. **VAKKAS does not share any information with any third party except** as provided in these Terms of Use, in the VAKKAS Privacy Policy, where it is legally obligated to do so, or where the Profile gives written consent for VAKKAS to put him/her in touch with a clinical treatment/ trial institution interested in donating treatment.
21. While VAKKAS takes every reasonable precaution to respect the advice of Contributors, it cannot be held responsible for how its charitable donations, both monetary and in-kind, are used to help financially needy patients with their treatment expenses, and the expected thank you notes that may not be posted in a timely manner or at all. **VAKKAS will have full control and discretion over all contributions, and cannot be bound by a commitment or "understanding" that the contribution will benefit a specific, designated individual(s).**

***FOR HOSPITALS***

1. Once a successfully approved and registered patient Profile is matched successfully with one or more Contributors to fully cover the entire amount of his/her outstanding Hospital bills stated on his/her registration form and as verified by the required additional documents sent by the patient to VAKKAS, donations are sent by VAKKAS to that patient Profile's Hospital account.
2. If the Profile changes his/her Hospital / treatment institution when or after the donation has been sent, the Profile cannot take this donation with him/her to his/her new Hospital / treatment institution.
3. Should a patient die and any donation money remains in his/her account, Hospital must notify VAKKAS and refund the remaining donation amount to VAKKAS, which VAKKAS will donate to other and related causes toward its mission.
4. Federally qualified 501(c)(3) Hospitals and certain non 501(c)(3) Hospitals can register on the Site (through the Social Worker or the Oncology Nurse/Navigator). The information of the registering hospital officer can be made private by choosing “make my information private.”
5. Once registered, Hospitals are able to search the VAKKAS patient Profile Database and send a clinical trial / treatment offer through VAKKAS to eligible patient Profiles who have given their prior consent and interest in receiving such information and offers. The registered Hospital can send VAKKAS a message about potential candidates and VAKKAS will contact the profile(s) in question to verify their continued willingness to receive information and offers. **Hospitals cannot contact Profiles directly or indirectly.**
6. If a Hospital makes an offer", this means that the Hospital is willing to provide the patient(s) with full sponsorship of clinical care cost at its institution. It is then up to the profile to work directly with the offering Hospital to decide if he/she is willing to change his/her current hospital, and transfer to the new Hospital. If the profile agrees, then both the Hospital and the patient should post the news on the Site.
7. If a Hospital offers a clinical trial and/or treatment, including psycho-social treatment free of charge, to a patient and a successful match is made, the Hospital will be considered a Contributor.
8. Hospitals not registered at the Site cannot offer clinical trial or treatment information, including psycho-social treatment information or offers to patients Profiles through the Site.
9. If profiles receiving in-kind donations at Hospitals or institutions other than their treatment hospitals choose to switch their institution of treatment, VAKKAS cannot be held liable for profiles' decisions and free will.
10. If eligible cancer patients from **non 501(c)(3) Hospitals** register to use the Service, they must obtain from their Hospital a written statement attesting that the Hospital's charges for diagnosis and/or treatment are no more than the amounts the Hospital bills to Medicare for such Service, in addition to the billing statement that shows the outstanding balance after all insurance and gifts have been taken into account.
11. If eligible cancer patients from **501(c)(3) Hospitals** register to use the Services, they must provide VAKKAS with a copy of their Patient Financial Assistance Policy eligibility determination letter, in addition to the billing statement that shows the diagnosis and the outstanding balance after all insurance and gifts have been taken into account.
12. Eligible Patients with catastrophic illnesses other than cancer must, in addition to the above-stated applicable documents, provide a signed statement from their primary care physician at their Hospital that they are diagnosed with and treated with a “catastrophic illness.”
13. While VAKKAS takes every reasonable precaution to respect the advice of Contributors, it cannot be held responsible for how its charitable donations are channeled, and the thank you notes that may not be posted timely or at all.
14. By registering at the Site, the Hospital/User gives his/her express permission for the use of his/her story/image (except that full names will never be used) in connection with all charitable fundraising efforts, including it being published on a website promoting a charity event, and/or in press releases, articles, news stories and/or other related media.
15. **VAKKAS does not seek to obtain any patient's medical records and/or treatment information. Patients and all Users registering at VAKKAS agree to provide the necessary registration information and agree not to sue or make any claim against VAKKAS for any violation of HIPAA or any related law, rule or regulation, or for any other reason related to their use of the Service and Site.**
16. **VAKKAS does not share any information with any third party except** as provided in these Terms of Use, in the VAKKAS Privacy Policy, where it is legally obligated to do so, or where the Profile gives written consent for VAKKAS to put him/her in touch with a clinical treatment/ trial institution interested in donating treatment.
17. While VAKKAS takes every reasonable precaution to respect the advice of Contributors, it cannot be held responsible for how its charitable donations, both monetary and in-kind, are used to help financially needy patients with their treatment expenses, and the expected thank you notes that may not be posted in a timely manner or at all. **VAKKAS will have full control and discretion over all contributions, and cannot be bound by a commitment or "understanding" that the contribution will benefit a specific, designated individual(s).**

***FOR PHARMACEUTICAL COMPANIES***

1. Pharmaceutical companies are encouraged to send medication coupons as donations to VAKKAS.
2. Pharmaceutical companies can contribute medication coupons with or without registering on the Site and can also make bulk coupon donations which VAKKAS can use to assist Profiles by sending them to their Hospitals. Pharmaceutical companies cannot advice on the channeling of coupons by VAKKAS.
3. When registering with the Site, Pharmaceutical companies use the address and contact information of the person authorized to send medication coupon donations to VAKKAS. Pharmaceutical companies can make this information private by choosing "make my information private" during the registration process.
4. If any particular medication is most needed by registered and approved patient Profiles, VAKKAS can contact the relevant Pharmaceutical companies to alert them to this need.
5. By registering on the Site, Pharmaceutical company gives its express permission for the use of its story/image in connection with all charitable fundraising efforts, including it being published on a website promoting a charity event, and/or in press releases, articles, news stories and/or other related media.

***Rules and Conduct***

1. As a condition of use, all Profiles, Contributors, Hospitals and Pharmaceutical companies (collectively, "Users") promise not to use the Service for any purpose that is prohibited by these Terms of Use or by applicable law. The Service is provided only for the personal, non-commercial use of its Users. You are responsible for all of your activity in connection with the Service. You shall not, and shall not permit any third party using your Account to, take any action, or Submit any Content, that:

• infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;

• is false, misleading, or inaccurate;

• is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortuous, obscene, offensive, profane, or invasive of another's privacy;

• constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters;

• involves commercial activities and/or sales without VAKKAS's prior written consent, such as contests, sweepstakes, barter, advertising or pyramid schemes;

• contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of VAKKAS or any third party, including but not limited to, violating or attempting to violate any security features of the Service;

• is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or

• impersonates any person or entity, including any employee or representative of VAKKAS.

1. Additionally, you shall not: (i) take any action that imposes or may impose (as determined by VAKKAS in its sole discretion) an unreasonable or disproportionately large load on VAKKAS's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper functioning of the Service or any activities conducted on or through the Service; (iii) bypass any measures that VAKKAS may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); (iv) run Mail list, Listserv, or any form of auto-responder or "spam" on or through the Service; or (v) use any manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials).
2. You shall not, directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; (iii) frame or utilize framing techniques to enclose any trademark, logo or other Content (including images, text, page layout or form) of the Site; (iv) access the Service or the Site to build a similar or competitive website, application or service; (v) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive with respect to the Site or the Service; or (vi) remove or destroy any copyright notices or other proprietary markings contained on or in the Site or the Service. VAKKAS reserves all rights not granted in these Terms of Use. Any unauthorized use of the Service terminates the licenses granted by VAKKAS pursuant to these Terms of Use. You shall abide by all applicable local, state, national, and international laws, rules and regulations.

**Third-Party Sites**

1. The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Service. When you access third-party websites, you do so at your own risk. Those other websites are not under VAKKAS's control, and you acknowledge that VAKKAS is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Service does not imply endorsement by or affiliation with VAKKAS. You further acknowledge and agree that VAKKAS shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

**Content and License**

1. You agree that the Service contains Content provided by VAKKAS and its Users, and that the Content may be protected by copyright, trademark, service mark, patent, trade secret, and/or other rights and laws. You shall abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed on or through the Service. VAKKAS grants to each User of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution, or storage of any Content for other than personal, non-commercial purposes is prohibited without prior written permission from VAKKAS, or from the copyright holder. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right.

**Intellectual Property**

1. By Submitting User Submissions on the Site or otherwise through the Service, you agree to the following terms:

• VAKKAS will not own your User Submissions. However, you grant VAKKAS the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to (and to allow others acting on its behalf to) (i) use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Submissions and your trademarks, service marks, slogans, logos, and similar proprietary rights (collectively, the "Trademarks") used therein in connection with (a) the Service, (b) VAKKAS's (and its successors' and assigns') businesses, and (c) promoting, marketing, and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels (including, but not limited to, third-party websites); (ii) take whatever other action is required to perform and market the Service; (iii) allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Submissions and Trademarks in connection with the Service; and (iv) use and publish, and permit others to use and publish, the User Submissions, Trademarks, names, likenesses, and personal and biographical materials of you, in connection with the provision or marketing of the Service. The foregoing license grant to VAKKAS does not affect your other ownership or license rights in your User Submissions, including the right to grant additional non-exclusive licenses to your User Submissions.

• You are publishing your User Submissions, and you may be identified publicly by your name, if you have chosen to make the latter public, or by your User ID in association with your User Submissions.

• You grant to each User a non-exclusive license to access your User Submissions through the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for their own personal, non-commercial purposes.

• You further agree that your User Submissions will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have obtained written permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant all of the license rights granted herein.

• You will pay all royalties and other amounts owed to any person or entity based on your submitting User Submissions to the Service or VAKKAS's publishing or hosting of the User Submissions as contemplated by these Terms of Use.

• VAKKAS shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Submissions.

• All Content in any User Submissions publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that User Submission originated.

• VAKKAS will not be liable for any errors or omissions in any Content.

• VAKKAS does not share User information except as provided in these Terms of Use. It does not intend nor does it allow any User interaction on or through the Site. VAKKAS cannot guarantee the privacy of any other Users with whom you may interact while using or as result of using the Service.

• All Content you access through the Service is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

• You certify that the use or other exploitation of your User Submissions by VAKKAS and Users as contemplated by these Terms of Use will not infringe or violate the rights of any third party, including, but not limited to, any privacy rights, publicity rights, copyrights, contract rights, HIPAA and related rights, or any other intellectual property or proprietary rights.

• You agree that the submission of any ideas, suggestions, documents and/or proposals to VAKKAS through our suggestion, feedback, wiki, forum or similar pages (collectively, "Feedback") is at your own risk and that VAKKAS has no obligation (including, but not limited to, any obligation of confidentiality) with respect to any Feedback. You represent and warrant that you have all rights necessary to Submit the Feedback. You hereby grant to VAKKAS a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise exploit in any manner, any Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the Service.

**Copyright Notifications**

86. VAKKAS will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any Content uploaded to or posted in the Site as well as terminate access to the Site if you engage in copyright or other intellectual property infringement. It is VAKKAS's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to VAKKAS by the copyright owner or the copyright owner's legal agent.

1. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. Displaying, performing, storing, copying, distributing, and/or otherwise making available or using any Content from the Site is prohibited, unless specifically authorized by VAKKAS in writing. Accordingly, no such Content may be used on another website without express written permission from VAKKAS.
2. VAKKAS will not permit any Content known to be infringing to remain on the Site. If you believe that any content on the Site infringes your copyright, please contact VAKKAS's copyright agent, who can be reached as follows:

By mail: VAKKAS, P.O. Box 8313, Princeton, NJ 08543, Attn: DMCA Claims

By e-mail: information@vakkas.org Subject: Copyright

1. Please be sure to include the following information: (i) a description of the copyrighted work that you allege is being infringed (and registration information if such work is registered with the Copyright Office), (ii) the specific location of the allegedly infringing material on the Site, (iii) your signature (digital or hard-copy), (iv) your name, address, telephone number, and email address, and (v) a statement (notarized if possible and made under penalty of perjury) that: (A) you are the copyright owner or are authorized to act on behalf of the copyright owner, (B) you believe in good faith that the rights of the copyright owner are being infringed, and (C) the uses of the allegedly infringing material are not authorized (either by the copyright owner, its agents, or applicable law). Once we receive proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), VAKKAS will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

**Termination**

1. VAKKAS may terminate your access to the Service, without cause or notice, which may result in the forfeiture and destruction of all Content and information associated with your Account. VAKKAS may terminate a Profile's Account if, following the receipt of a donation, the Profile fails to post a thank you note, including through a legal representative, caregiver and/or social worker, on the Site within ten days after receipt of the donation. VAKKAS may terminate a Hospital Account if the latter attempts to contact any Profile directly and/or fails to refund to VAKKAS unused portion of donations. If you wish to terminate your Account, you may do so by following the instructions on the Site and by contacting VAKKAS by email or phone.
2. **Any donations made and fees paid to VAKKAS are non-refundable.**
3. All provisions of these Terms of Use that by their nature should survive termination shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

**Warranty Disclaimer**

1. VAKKAS has no special relationship with, or fiduciary duty to, you. You acknowledge that VAKKAS has no duty to take any action regarding any of the following: which Users gain access to the Service; what Content Users access through the Service; what effects the Content may have on Users; how Users may interpret or use the Content; or what actions Users may take as a result of having been exposed to the Content. VAKKAS cannot guarantee the authenticity of any data or information that Users provide about themselves. VAKKAS makes every reasonable effort and undertakes all associated means to verify the legitimacy of registering Profiles and of all other Users as defined in these Terms of Use and its Handbooks for Users but cannot guarantee the accuracy or authenticity of any information contained in any Profile account nor any information Submitted by a User. VAKKAS does not aim nor does it promote or allow for inter-User interaction. You release VAKKAS from all liability for being contacted by VAKKAS Users who obtain your contact information through means related or unrelated to VAKKAS. VAKKAS is a service that you choose to use voluntarily and is not subject to HIPAA. By agreeing to these Terms of Use, using VAKKAS and registering on the Site, you release VAKKAS from all liabilities associated with HIPAA and other related laws and regulations. You release VAKKAS from all liability for your having acquired or not acquired Content through the Service. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. VAKKAS makes no representations concerning any Content on the Service, and VAKKAS is not liable for the accuracy, copyright compliance, legality, or decency of material contained on the Service. VAKKAS does not guarantee that any Content will be made available through the Service. VAKKAS has no obligation to monitor the Service or Content. VAKKAS reserves the right to, at any time, for any reason, and without notice: (i) cancel, reject, interrupt, remove, or suspend a Profile; (ii) remove, edit, or modify any Content, including, but not limited to, any User Submission; and (iii) remove or block any User or User Submission. VAKKAS reserves the right not to comment on the reasons for any of these actions.
2. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. VAKKAS AND ITS TRUSTEES, ADVISORS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, AND CONTENT PROVIDERS DO NOT WARRANT OR COVENANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITIONS LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
3. Electronic Communications Privacy Act Notice (18 USC §2701-2711): VAKKAS MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON OR THROUGH THE SITE OR ANY WEBSITE LINKED TO THE SITE. VAKKAS will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on VAKKAS's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.
4. VAKKAS is not a medical health provider and does not personally evaluate patients/profiles. VAKKAS does not attempt to acquire medical information. All information is willingly provided by the registering Profiles and any other Users with their own prior consent and agreement to these Terms of Use. VAKKAS is not liable for the outcome of any treatment funded through the Service. VAKKAS does not warrant that any treatment will be successful, nor is VAKKAS liable for any damages or loss incurred related to any treatment funded through the Service. VAKKAS is under no obligation to become involved in disputes between or among Users, Users and any potential future VAKKAS partners, or between Users and any third party, arising in connection with the use of the Service. **You release VAKKAS, its trustees, officers, employees, agents, and successors from all claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the Service.**
5. If you are a California resident, you hereby waive, to the maximum extent permitted by law, any and all rights you may have under California Civil Code Section 1542, which states, "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, must have materially affected his settlement with the debtor."

**Indemnification**

1. You shall defend, indemnify, and hold harmless VAKKAS, its affiliates, and each of its and its affiliates' founders, trustees, advisors, volunteers, employees, contractors, directors, suppliers, and representatives from any and all liabilities, claims, and expenses, including reasonable attorneys' fees and other legal costs, that arise from or relate to your use or misuse of, or access to, the Site, Service and Content, or otherwise from your User Submissions, violations of these Terms of Use, or infringement by you, or any third party using your Account, of any intellectual property or other right, including but not limited to HIPAA-related rights, of any person or entity. VAKKAS reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with VAKKAS in asserting any available defenses.
2. VAKKAS is not and will not be responsible for making donations directly to the patients registered on the Site. It only provides a platform for connecting eligible Profileswith possible Contributors. VAKKAS will use every reasonable effort to find contributors for Profiles registered on its Site. However, VAKKAS does not guarantee that a Profile will connect with one or more donors or have all or any part of his/her unpaid treatment hospital bill paid.
3. VAKKAS does not promise that a registered Profile’s treatment will be successful. VAKKAS is only a platform where registered and approved patient Profiles can be matched with philanthropic Contributors.
4. VAKKAS only lists the information posted by the User and is not liable for any mistakes such as the information listed by Profile in the hospital bill amount requested, the medications requested, the cost associated with pyscho-social support requested / donated, or any other information presented by the User including information posted by the Profile and/or verified by the Hospital.
5. Once VAKKAS transfers a donation to the Hospital of the Profile as advised by the Contributor, or in line with such other criteria as may be specified by the Contributor, if any, VAKKAS is not responsible for any possible dispute that may arise between any of the following or other parties: the Profile, the Hospital, the Contributor, the Pharmaceutical company or any other registered or non-registered person or entity, or any other party.
6. VAKKAS will not have any liability if a Profile registered with the Service chooses to accept a clinical trial/treatment at another hospital registered on the Site and leaves his/her current treatment institution.
7. VAKKAS will not have any liability if a Profile who accepts a clinical trial/treatment at a hospital other than his/her first hospital stops this treatment/trial or changes his/her mind or is not satisfied with any conditions associated with this trial/treatment/hospital.
8. VAKKAS will not have any liability if a Profile whose registration is deleted or whose renewal of registration is denied due to a failure to timely send a thank you note in the past, or for any other reason.
9. If Contributors make contributions in honor of a cause, and/or in honor of one or more Profiles, VAKKAS will use every reasonable effort to take into consideration the advice of those Contributors. Contributors cannot ask for changes to their original request. VAKKAS will not have any liability for any post-donation or other concerns.
10. **Anyone registering at the Site and/or using the Site as a Guest will be required to give their express consent to these Terms of Use.**
11. Immediate family members of VAKKAS Trustees, officers, directors, employees, contractors **cannot** use the Service. If they do so without the knowledge of the VAKKAS Board of Trustees, the latter will not have any liability.
12. VAKKAS will not be under any obligation to ask or learn whether Contributors, who may choose to stay public or private, are family or friends of the Profiles or other Users.

**Limitations of Liability**

1. IN NO EVENT SHALL VAKKAS, NOR ITS FOUNDERS, TRUSTEES, ADVISORS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SITE, THE CONTENT OR THE SERVICE (i) FOR ANY LOST PROFITS, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (ii) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (iii) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE HUNDRED U.S. DOLLARS ($100.00). SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**International**

1. Accessing the Service is prohibited from territories where doing so is illegal. If you access the Service from locations outside of the United States, you do so at your own initiative and you own risk. You are responsible for compliance with local laws.

**Electronic Delivery, Notice Policy, and Your Consent**

1. By using the Service, you consent to receive from VAKKAS all communications, including, but not limited to, notices, agreements, legally required disclosures, and other information relating to the Site and the Service (collectively, "Contract Notices") in an electronic format. VAKKAS may provide the electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Service.

**Governing Law**

1. These Terms of Use (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of New Jersey and the United States, without giving effect to any principles of conflicts of law. You agree that VAKKAS and the Service are deemed a passive website that does not confer personal jurisdiction on VAKKAS or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, trustees, advisors, officers or shareholders, either specific or general, in any jurisdiction other than the State of New Jersey. You agree that any action at law or in equity arising out of or relating to these Terms of Use, or your use or non-use of the Service, shall be filed only in the state or federal courts located in Mercer County in the State of New Jersey. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

**Integration and Severability**

1. These Terms of Use and other referenced material constitute the entire agreement between you and VAKKAS with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and VAKKAS with respect to the Service and govern the future relationship between us. If any provision of these Terms of Use are found to be unenforceable or invalid, the other provisions of these Terms of Use will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Consumer Complaints**

1. You may report complaints concerning the Service to the Office of Consumer Protection (OCP) of the Division of Consumer Affairs of the State of New Jersey Department of Law and Public Safety by contacting them by telephone at (973) 574-6200.

**Miscellaneous**

1. VAKKAS shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond VAKKAS's reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation. These Terms of Use and you registration with the Service are personal to you, and are not assignable, transferable, or sub-licensable by you except with VAKKAS's prior written consent. VAKKAS may assign, transfer, or delegate any of its rights and obligations hereunder without your knowledge or consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect. Where VAKKAS requires that you provide an email address, you are responsible for providing VAKKAS with your most current email address. In the event that the last email address you provided to VAKKAS is not valid, or for any reason is not capable of delivering to you any notices required or permitted by these Terms of Use, VAKKAS's dispatch of an email containing such notice will nonetheless constitute effective notice to you. You may give notice to VAKKAS at the following address: P.O. Box 8313, Princeton, NJ 08543. Such notice shall be deemed given when received by VAKKAS by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.