

THESE TERMS OF USE SET OUT THE TERMS AND CONDITIONS OF USE (“Terms”) OF THIS WEBSITE AND THE OTHER WEBSITES (“the Sites”) OPERATED BY KNEED MEDIA, LLC AND ITS AFFILIATED COMPANIES (“Kneed”). BY REGISTERING ON OR USING ANY OF THE SITES, YOU EXPRESSLY AND UNCONDITIONALLY ACCEPT AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO ALL OF THESE TERMS OF USE.

A. Our Intellectual Property Rights

The Sites constitute our exclusive property. The Sites, and all content (other than Your Content (as defined below) and other users’ content) included on the Sites, such as text, graphics, logos, names, designations, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material and software, is the exclusive property of Kneed and its licensors and is protected by copyrights, trademarks, trade secrets, or other proprietary rights. We grant you a personal, non-exclusive, non-transferable and revocable right to access and use the Sites, which right is conditioned on your compliance with the Terms.

You may not access or use any content on the Sites for commercial, competitive, or any other purposes. You may not modify, republish, post, transmit or distribute any content on the Sites without the express written consent of Kneed. All rights not expressly granted in the Terms are reserved to Kneed and its licensors, and may not be exploited by you without our prior written consent.

B. Registration and Access

To use some of the features of some of the Sites, you must establish an account using the online registration form. You are free to modify the personal data you provide on the form at any time. You may access your account by entering your username and password in the login fields on the homepage. Registration entitles you to use the Sites for an unlimited period of time, although we reserve the right to terminate your account at any time.

You are solely responsible for maintaining the confidentiality of any user name and password you use to access the Sites, and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify Kneed of any unauthorized use of your password or account or any other breach of security; and (ii) make sure that you exit from your account at the end of each session. Kneed cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

Failure to fulfill the aforementioned obligations respecting user responsibility may result in access being temporarily or permanently suspended, immediately and without notice, or in the deactivation of your account, without prejudice to any other rights we may have.

C. User Content

Kneed may, at its discretion, allow you and other users to submit your content to one or more of the Sites for viewing and access by other users. By making your content accessible to other users (as individuals and as a group), you agree in perpetuity to allow any users, free of charge and for personal use: (a) to view your content on or through the Sites and other electronic communication media (e.g. mobile phones) for the entire period in which your content is hosted on the Sites; and (b) to download and view your content on other media. If you wish to use another user’s content for any other purpose, in particular for commercial use, you are responsible for obtaining the necessary advance authorization.

In addition, you authorize Kneed to reproduce and display your content via the features that enable the Sites to be accessed both on the Internet and through other electronic communication media, and to adjust your content’s format as necessary for the purposes of reproduction and display. Please note that due to the nature of the Internet and digital media, data transmitted – including your content – cannot be protected against the risks of misappropriation and/or piracy, for which Kneed shall not be liable. You are responsible for taking all appropriate steps to protect your content, where applicable.

The Sites may include bulletin boards, blogs, chat rooms and other pages that allow you and other users to post information and materials, provide feedback or comments to Kneed and/or its Sites, and interact in real-time with other users or the Sites. You agree that Kneed and its licensees may reproduce, distribute, publish, display, edit, modify, create derivative works and compilations and otherwise use all information, text, messages, photographs, videos, member or display name and other materials posted by you ("Your Content") for any purpose in any form and on any media. You grant Kneed a non-exclusive, worldwide, perpetual, royalty-free right and sublicensable license to reproduce and create derivative works and compilations of Your Content, in whole or in part, and to display, perform, distribute and transmit the same in any form and on any media, including via the features that enable the Sites to be accessed both on the Internet and through any other electronic communication media or technology, now known or later developed, and to adjust the format or Your Content as necessary for the purposes of reproduction, display and transmission.

By using the Sites, you agree and grant Kneed the non-exclusive, royalty-free right and sublicensable license to display, distribute and transmit third-party advertisements in connection with Your Content.

D. Our Obligation and Liability as Host

We are under no legal obligation to monitor content transmitted via or stored on the Sites by you or other users. Although Kneed and its affiliates may, from time to time, monitor, review and/or delete discussions, articles, chats, postings, transmissions, bulletin boards, photographs, videos and other user and member generated content on the Sites, neither Kneed nor its affiliates is under any obligation to do so. You acknowledge and agree that any discussions, articles, chats, postings, transmissions, bulletin boards, photographs, videos, opinions, advice, statements, services, offers or other user and member generated content on the Sites are those of their respective authors who are solely liable for their content. Kneed and its affiliates reserve the right, in their sole discretion, to edit, refuse to post or remove any content submitted to or posted on the Sites.

Our only obligation as host concerns responding to certain content that has been brought to our attention.

YOU AGREE THAT YOUR USE OF THE SITES SHALL BE AT YOUR SOLE RISK AND LIABILITY. EVERYTHING ON THE SITES IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY. KNEED, ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS AND SUPPLIERS (THE "KNEED PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. THE KNEED PARTIES ALSO DISCLAIM ALL WARRANTIES, TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR THE CONTENT PRESENT ON THE SITES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, DEFAMATION, LIBEL, SLANDER, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY OR PROFANITY YOU MAY ENCOUNTER ON THE SITES. THE KNEED PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT THE SITES OR ITS SERVICES OR TECHNOLOGY, IN WHOLE OR IN PART, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, INCLUDING WITH RESPECT TO THE DELIVERY OF YOUR CONTENT AND/OR ANY LIMITATIONS ON YOUR OR ANY OTHER USERS' ABILITY TO ACCESS, VIEW OR USE YOUR CONTENT OR ANY OTHER CONTENT, OR THAT ANY INFORMATION OBTAINED FROM THE SITES WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT NO KNEED PARTY SHALL BE LIABLE FOR ANY DAMAGES, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR USE OF THE SITES, IN WHOLE OR IN PART, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING WITHOUT LIMITATION A NEGLIGENT ACT, SHALL ANY KNEED PARTY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES, REGARDLESS OF WHETHER ANY SUCH KNEED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR DAMAGES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THESE TERMS.

E. Your Responsibility as User

As a supplier of content to the Sites, including but not limited to Your Content, videos, photographs, comments, or articles, you are required to comply with any laws and regulations in force. You are thus responsible for ensuring that Your Content:

- a. does not violate the intellectual property rights of third parties (including video clips, photographs, television shows, animated and unanimated short, medium and/or feature-length films, and advertisements that you have not personally created or for which you have not obtained the necessary authorizations from third parties who hold the rights to them);
- b. does not cause personal injury (including defamation, insults, abuse, etc.) or constitute an invasion of privacy;
- c. is not contrary to public policy, child protection and privacy laws, or accepted moral standards;
- d. contains no child pornography, dangerous or illegal acts (including, but not limited to, incitement to violence, animal abuse or drug abuse);
- e. contains no sexually explicit content (including but not limited to intercourse, masturbation, sadistic or masochistic abuse, sexually explicit depiction of male or female genitalia);
- f. is not per se illegal;
- g. does not contain or constitute unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. does not upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. does not interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites; and
- j. does not provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to § 219 of the Immigration and Nationality Act.

By uploading or disseminating images to or through the Sites, you warrant that you are not uploading any infringing material and expressly warrant that you have all necessary rights and/or authorizations from the copyright owner(s).

You also agree not to post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable content of any kind, including but not limited to, any content which encourages conduct that would constitute a criminal offense, violate the copyrights, trademarks, services marks or similar intellectual property rights or other rights, including invasion of privacy or rights of publicity, of others. **To be clear, Kneed neither wants nor tolerates such content. If Your Content contains such material, do not upload it to the Sites.**

Failure to comply with these provisions will result in Your Content being removed and/or your account being deactivated without prior notice. In addition, Kneed reserves the right to report any violation of these provisions to applicable legal authorities and you may be personally liable to criminal sanctions applicable to the content in question (fines and/or imprisonment), in addition to any applicable civil damages.

F. Copyright Notifications

Kneed does not tolerate copyright infringing activities and infringement of intellectual property rights on its Sites, and will remove content uploaded by users (including Your Content) if properly notified that such content infringes on another's intellectual property rights. Kneed reserves the right also to terminate a user's account, if a user is determined to be a repeat infringer.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Kneed's copyright agent the written information specified below:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description of all of the copyrighted works that you claim have been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including, if possible, a URL of the specific location of the infringing material;
- Information sufficient to allow us to contact you including, at a minimum, your address, telephone number, and e-mail address;
- 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; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

A. Kneed's Copyright Agent for notice of claims of copyright infringement on its site can
Copyright Agent
Kneed Communications Inc.

B. Minimum Age; Entity Users

Children under the age of 13 are not permitted to register with Kneed. It is Kneed's policy not to collect any information from anyone under the age of 13.

IF YOU ARE UNDER 13 YEARS OF AGE, DO NOT USE OR ACCESS THE SITES AT ANY TIME OR IN ANY MANNER.

If you are the parent or legal guardian of a child under 13, and that child has somehow registered with any of the Sites, please send an email to info@thejournalofprecisionmedicine.com to cancel your child's registration. In the email message, please provide your full name and address, your child's full name and address, your relationship to the child, your daytime and evening telephone numbers, your email address and a copy of your child's birth certificate or a signed statement that you are the child's parent or legal guardian. Kneed reserves the right to seek additional information to verify your identity and status in relation to the child. Kneed will use this information only to verify that you are the child's parent or legal guardian and for no other purposes.

If you are not an individual, you warrant that you have all necessary corporate or equivalent authority and power to agree to the Terms, which you agree shall be binding on the corporation, partnership, association or other entity in whose name you are registering as a user and establishing an account.

C. Links

A. As a convenience to you, the Sites may contain links to websites operated by other entities (a "Linked Site"). If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Kneed has no responsibility to you with respect to any Linked Site and no Linked Site, regardless of the linking form (e.g. hotlinks, hypertext links, IMG links)

is maintained, controlled, endorsed, monitored or otherwise governed by Kneed. Links from our Sites to any Linked Site do not constitute an endorsement by Kneed of a Linked Site, or the products, content, materials or information presented or made available by such sites. You acknowledge and agree that Kneed is not responsible for any damages or losses of you or any other person caused or alleged to have been caused by your use of any Linked Site, or from the products, content, material or information presented by or available through those sites.

B. Indemnification

You agree to indemnify and hold harmless Kneed, its officers, directors, employees and agents against any claim, action and/or complaint by any third party to which we may be exposed and you agree, in this regard, to accept exclusive liability for any sums, damages, costs, lawyers' fees and court costs for which we may be held liable arising from your submission of material to the Sites or your violation of these Terms.

A. Choice of Venue/Law; Waiver of Jury Trial

You agree that Kneed shall be deemed to be a passive website that is based solely in New York and over which personal jurisdiction cannot be obtained, either specific or general, in any jurisdiction other than state or federal court in New York.

You agree that any dispute between you and Kneed arising out of or relating in any way to these Terms or your use of the Sites shall be interpreted in accordance with the laws of the State of New York without reference to its conflicts of laws and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of New York. You also agree that any claim or dispute between you and Kneed shall be decided exclusively by a court of competent jurisdiction located in New York.

YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT YOU MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF ANY OF THE SITES.

D. Electronic Signatures

You agree to be bound by any affirmation, assent, communication or agreement you transmit through the Sites, including but not limited to any consent you give to receive communications from Kneed solely through electronic transmission. You agree that, when in the future you click on "I agree," "I consent," "Submit," or other similarly worded "button" or entry field with your mouse, keystroke or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

E. Amendments/Revisions

Kneed may amend or revise the Terms or any other policy of Kneed at any time and you agree to be bound by such revised Terms or policy. Any such amendment or revisions will become effective upon the date it is first posted to this site. It is your responsibility to return to the Sites from time to time to review the most current Terms and other Kneed policies. Kneed does not and will not assume any obligation to notify you of changes to the Terms or any other policy of Kneed.

F. Entire Agreement

These Terms and our Privacy Policy, found at <http://web.Kneed.com/Kneed/v42/index.cvn?ID=10124> and incorporated herein by reference, constitute the entire agreement between Kneed and you with respect to the Sites, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the you and Kneed with respect to the Sites. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the

same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form.

If, for any reason, a court of competent jurisdiction finds any provision of the Terms or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of these Terms shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Last revised: November, 2014