



## ALZHEIMER PREVENTION TRIALS WEBSTUDY WEBSITE TERMS OF USE AGREEMENT

**Last Revised [June 17, 2019] (“Effective Date”)**

### About the Program

Thank you for your interest in the Keck School of Medicine of USC’s Alzheimer Prevention Trials Webstudy (the “Program”). The Program is run or being developed by the Keck School of Medicine of USC’s Alzheimer’s Therapeutic Research Institute (“ATRI”), and the Program website and other websites, online locations and apps for the Program are used to provide information about the Program, provide information related to research and studies conducted through the Program, and to collect information from potential participants in the Program’s early stage Alzheimer Disease studies and possible clinical trials.

The University of Southern California (“USC”), the Keck School of Medicine of USC, the Program, and ATRI, and their officers, agents, employees, and representatives (including the website provider identified below) are collectively referred to herein as “we”, “us”, or “our”.

The terms of use described herein (“Terms of Use”), the Privacy Policy described and referenced below, and any other policy or guidelines incorporated into this Agreement by reference (collectively, the “Agreement”) governs your use of the Program website, [aptwebstudy.org](http://aptwebstudy.org) (“Website”), and other websites, online locations and apps for the Program, including all content, information and functionality available through them, which are collectively referred to in this Agreement as the “Sites,” or individually as a “Site”.

### Your Acceptance of This Agreement

You must agree to this Agreement before you access, browse or use the Sites. Your use of the Sites is conditioned upon your acceptance of the terms of use set forth in this Agreement, and the Program’s privacy policy (“Privacy Policy”), which is available at [aptwebstudy.org/webstudy/privacy](http://aptwebstudy.org/webstudy/privacy) and incorporated into these Terms of Use by this reference. If you do not agree to the terms set forth in this Agreement, you may not use or access the Sites or any content. By using or accessing the Sites, registering to create an online account on a Site, or clicking that you accept or agree to these terms if presented with the option to do so, you acknowledge that you have read, understand, and agree to be bound by these Terms of Use, the Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference.

### Modifications to This Agreement

We reserve the right to modify or change these Terms of Use, the Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference without notice. Any such modifications are effective immediately when posted. Each use of the Sites by you constitutes your unconditional acceptance of the then-current versions of the Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference that are posted on the Website or any other Site at the time of your use. You are encouraged to periodically

review these Terms of Use, the Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference to stay informed of any updates or changes.

## **No Medical Advice on Sites**

All health and health-related information contained within the Sites is intended to be general in nature, do not contain medical advice, and should not be used as a substitute for medical consultation or treatment by a health care professional. Your health care provider should be consulted regarding matters concerning the medical condition, treatment and needs of you and your family. We do not monitor or communications from or provided through the Sites for medical diagnostic or emergency health care purposes.

Although we try to ensure that the material within the Sites is accurate and timely, it is provided for the convenience of the website user. You should not assume that information on any topic available on the Sites is accurate, complete, up-to-date, or applicable to any medical problem or condition you may have, and should not be considered official. Content, such as words, pictures, videos and other material found on the Sites, is for informational use only. Users of this website are advised to refer to and rely upon the official version of information when making significant decisions.

This information is provided without warranty for quality or accuracy. Neither we nor any other contributing author is responsible for any errors or omissions in any information provided on the Sites or the results obtained from the use of such information.

In the event of a medical emergency, call your doctor or dial 911 immediately. Do not disregard or delay seeking medical care or advice because of content you may have read on any Site.

## **Privacy and Protection of Personally Identifiable Information**

We collect information about you through your use of the Sites. By using the Sites, you agree that we may collect, retain, use and share information collected through your use of the Sites in accordance with the Privacy Policy, which is referenced above and incorporated by reference in this Agreement. Please refer to the Privacy Policy for disclosures relating to the collection and use of your personally identifiable information.

If you are currently enrolled as a student at USC and are participating or assisting in the Program, please also refer to your rights under the Family Education Rights and Privacy Act of 1974, as amended (codified at 20 U.S. Code § 1232g and 34 CFR Part 99).

## **Ownership of Materials**

All content on the Sites (including but not limited to names, logos, designs, trademarks, service marks, images, pictures, text, information, columns, graphics, photographs, illustrations, artwork, audio clips, video clips, software, data, routines, documentation, technology, and any other elements and the selection and arrangement thereof) (collectively, the "Materials") is and will continue to be our property or the property of our content suppliers, and is or may be protected under applicable copyright, patent, trademark and other laws.

Any downloading, copying, transmission, distribution, use or publication by you of any such content or any part of the Sites is strictly prohibited, except as and only to the extent expressly permitted in these Terms of Use. Under no circumstances will you acquire any ownership rights or license or other interest in any Materials by or through your use of the Sites, and nothing contained on the Sites is intended to nor should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Materials displayed on the Sites without our prior, written permission, or the prior, written permission of such third party that may own other Materials displayed on the Sites.

Subject to all the terms and conditions contained in this Agreement, you are granted a limited, fully revocable, non-exclusive, non-transferable license to use the Sites solely for your own personal, educational, and non-commercial use only, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. You may view, access, download or print hard copies of the Materials for your personal, educational and non-commercial use only. You may not change the Materials in any way or reproduce, publicly display, distribute or otherwise use them for any public or commercial purpose. You agree not to reverse engineer or tamper with the Sites, and not to use in violation of any law any materials, products, services or other items you obtain through the Sites. We reserve the right to terminate or suspend your use of the Sites at any time, for any reason or no reason, in our sole and absolute discretion.

### **Digital Millennium Copyright Act**

Any copyright owner or its agent that believes that any Material on the Sites infringes upon its copyright(s) should give written notice to our authorized agent, listed below, in accordance with the Digital Millennium Copyright Act, Pub. L. No. 105-304, 112 Stat. 2860 (1998). The notice shall contain the following information:

- A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;
- Identification of the copyrighted work claimed to have been infringed, or a representative list of such works at a single online site;
- Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit us to locate the material;
- The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;
- A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

A notice may not be valid if it fails to comply with all of the above-listed requirements. Written submissions of alleged infringements of alleged infringements may be sent by mail, email, or fax to our designated Copyright Agent for notice of claims of copyright infringement as follows:

ATTN: Copyright Agent  
[Information Technology Services Division](#)  
University of Southern California  
Los Angeles, CA 90089-2812  
Phone: 213-740-5555  
Email: [notices@usc.edu](mailto:notices@usc.edu)

## **Eligibility**

In order to use the Sites, you must be 18 years of age or older, an emancipated minor, or possess legal parental and/or guardian consent, and capable of entering into the terms and conditions set forth in the Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference. If you are not 18 years of age or older, you must be over the age of 13 to use or access the Sites. The Sites are not intended for use by persons under the age of 13. Please do not use the Sites if you are under 13 years of age. We do not knowingly collect, either online or offline, personal information from persons under the age of 13.

## **User Content and Code of Conduct**

You agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you publish, upload, display or transmit on or through the Sites, including but not limited to any information that you submit in connection with your application to the Program (collectively, "User Content"), and promise that all information provided to us by you will be truthful and accurate to the best of your knowledge. You also agree to comply with all applicable laws regarding your use of the Sites. You further agree not to publish, upload, display or transmit any User Content or information that is untrue or inaccurate, or that you did not create and that you do not have permission to publish, upload, display or transmit.

The Sites are made available to you for your personal, educational and non-commercial use only. You agree that the information submitted, posted, transmitted or shared by you on or through the Sites does not include any unlawful, libelous, defamatory, threatening, harassing, abusive, slanderous, hateful, or otherwise any material embarrassing to any other person or entity as determined in our sole discretion, and does not violate or infringe upon the rights of any third-party, including but not limited to any and all copyright, trademark, privacy, publicity or other personal or proprietary rights.

Additionally, you agree that you will not:

- use the Sites in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Sites;
- use the Sites to intimidate or harass any individual;

- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your qualifications and/or your affiliation with any person or entity;
- publish, upload, display or transmit or otherwise make publicly available on the Website any private information of any third party, including but not limited to addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- obtain email addresses or other contact information of any other individual from the Sites for the purpose of sending unsolicited emails or other unsolicited communications;
- use the Sites as a means to distribute advertising or other unsolicited material to any third party;
- publish, upload, display or 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;
- use automated scripts to collect information from or otherwise interact with the Sites;
- frame all or part of any Site, or use automated devices to search or scrap the Sites;
- change or delete any proprietary notices from materials downloaded or printed out from the Sites;
- systemically download or print materials from the Sites;

Visiting any Site, submitting information through the Sites, and sending emails to us or our agents or representatives constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Sites, satisfy any legal requirement that such communications be in writing.

We reserve the right to remove any comments or feedback from its Sites, blog, or any affiliated online presences that are profane, defamatory, inappropriate, off-topic, or in violation of this Agreement in our sole and absolute discretion.

### **No Guaranty of Accuracy of Information**

We cannot guaranty the accuracy of the information that appears on the Sites, including in any e-mail or other alerts provided in connection with the Sites. You should independently verify all information that may appear on the Sites prior to making any decisions about applying to or participating in the Program.

### **Links to Other Sites**

The Sites may contain links to other sites. Links from a Site located on our server to any third-party website do not imply our endorsement of the site's products or services, and we are not responsible for their content. References to third-party products, services, or organizations do

not imply our endorsement of such products, services, or organizations. If you decide to access any sites linked through or from our Sites, you do so entirely at your own risk, and we are not responsible for the privacy or security practices of such other sites, and such other sites may contain commercial advertising. Use of third-party sites may also be subject to terms and conditions of use for their sites, and you are strongly encouraged to review their terms of use and privacy policies before using their sites.

## **Disclaimers and Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITES IS AT YOUR SOLE RISK AND THAT THE FUNCTIONS OF THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

WE AND EACH OF OUR SUBSIDIARIES, AGENTS, AFFILIATES AND/OR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SITES WILL MEET YOUR REQUIREMENTS;
- (B) YOUR USE OF THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITES WILL BE ACCURATE OR RELIABLE; OR
- (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU WHILE USING THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE US OR THROUGH OR FROM THE FUNCTIONS OF THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

WE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, AND EACH OF OUR SUBSIDIARIES, AGENTS, AFFILIATES AND/OR LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT BE LIMITED TO,

ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

- (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE BECAUSE OF:
- (I) ANY CHANGES WE MAY MAKE TO THE SITES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF OR ANY FEATURES WITHIN THE SITES;
  - (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITES; OR
  - (III) YOUR FAILURE TO PROVIDE US WITH ACCURATE INFORMATION.

THE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE OR YOU HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITES, OR WITH ANY OF THESE TERMS OF USE OR ANY TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

### **Applicable Laws**

You acknowledge and agree that this Agreement shall be governed by the laws of the state of California and consent to jurisdiction in California without regard to any conflict of law or choice of law principles with respect to any claim or dispute between you and us. You irrevocably acknowledge and agree that any claim or dispute between you and us that arises in whole or in part from your use of the Sites shall be decided exclusively by a state or federal court of competent jurisdiction located in Los Angeles County, California.

YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. ANY SUCH CLAIM OR ACTION WILL BE BROUGHT INDIVIDUALLY AND NOT ON A CLASS-WIDE BASIS. YOU KNOWINGLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY FORM OF "CLASS," "JOINT," OR "REPRESENTATIVE" LITIGATION AGAINST US OR ANY OF OUR SUBSIDIARIES, AGENTS, AFFILIATES, AND LICENSORS.

We make no representation that the Sites are appropriate or available for use in locations outside the United States, or that it provides an adequate level of data protection as required in the European Union or elsewhere. If you access the Sites from outside the United States, you do so on your own initiative and at your own risk, and you are responsible for complying with all applicable laws and regulations regarding online conduct, acceptable content and all other matters.

## **Indemnification**

You agree to indemnify, defend and hold harmless us, and each of our subsidiaries, agents, affiliates and/or licensors, against any claim, liability, expense or damages arising from or relating to your use of the Sites. Your obligation to defend and indemnify us shall survive the termination of this Agreement and your use of the Sites.

## **Severability**

The various provisions contained within the Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference are separate and independent, and should any term be declared unlawful, invalid or unenforceable for any reason by a court or other appropriate tribunal, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions and terms shall remain in full force and effect.

## **Entire Agreement**

The Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference shall constitute the entire agreement between you and us with respect to the Sites. This Agreement shall be binding on the parties and their respective successors and assigns.

There are no third party beneficiaries intended by this Agreement, and you may not assign or transfer this Agreement or your rights or obligations under this Agreement without our prior written consent.

## **Questions and Contact Information**

Pursuant to California Civil Code Section 1789.3, users are entitled to the following specific consumer rights notice:

The provider of the Sites is the USC Keck School of Medicine, Alzheimer's Therapeutic Research Institute. If you have any complaints regarding the Sites or content, questions or comments related to the Sites, or would like to request further information regarding use of the Sites or content, you may contact us at:

USC Keck School of Medicine  
Alzheimer's Therapeutic Research Institute  
9860 Mesa Rim Road  
San Diego, CA 92121  
Phone: [\(858\) 877-3135](tel:(858)877-3135)  
Email: [info@aptwebstudy.org](mailto:info@aptwebstudy.org)

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (800) 952-5210 or (916) 445-1254.