



Albert Einstein College of Medicine

Website Terms and Conditions of Use Policy

I. Purpose

This Policy governs the use of the Albert Einstein College of Medicine (“Einstein” or “we” or “us”) network of websites (collectively referred to as the “Site”).

II. Scope

This Policy applies to anyone who uses Einstein and Einstein-related websites and webpages.

III. Policy

Please read these Terms and Conditions carefully. Your use of the Site (as defined below) constitutes your agreement to these Terms and Conditions.

The following terms and conditions (the “Terms and Conditions”) govern your use of this website (together with any successor site(s) and all Services (as defined below), the “Site”). Your use of the Site is governed by these Terms and Conditions regardless of how you access the Site (including through the Internet, through Wireless Access Protocol (commonly referred to as “WAP”), through a mobile network, or otherwise). The Site is operated and made available by Einstein. We provide Site users with access to content and services related to us and our academic programs, faculty and students, including video, audio, images, forums, text, data and other similar content (such content and services, collectively, the “Services”). These Terms and Conditions constitute an agreement between you and us.

III.A. Acceptance of Terms

By using the Site, you agree to these Terms and Conditions and to any additional rules and guidelines that we post on the Site. We may make changes to these Terms and Conditions from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms and Conditions on the Site. Your use of the Site following changes to these Terms and Conditions will constitute your acceptance of those changes; provided, however, any material change to these Terms and Conditions shall not apply retroactively to any claim or dispute between you and us in connection with these Terms and Conditions that arose prior to the “LAST UPDATED” date applicable to that version of these Terms and Conditions in which we included such material change. We may, at any time, modify or discontinue all or part of the Site; charge, modify or waive fees required to use the Site; or offer opportunities to some or all Site users. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.

III.B. Proprietary Rights

We and/or our respective licensors own all rights, title and interest in and to the Site, and all of the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, software, etc.), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including, but not limited to, any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any content, code, data or materials you may access on the Site. Any commercial distribution, publishing or exploitation of the Site, or any content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior permission of EINSTEIN or the applicable rights holder.

We, our affiliates and/or our respective licensors or suppliers own the trade names, trademarks and service marks on the Site. All trademarks and service marks on the Site not owned by us or our affiliates are the property of their respective owners. You may not use our trade names, trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

III.C. Limited License

Subject to your compliance with these Terms and Conditions, and solely for so long as you are permitted by us to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, noncommercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by us in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

III.D. Rules of Conduct

In using the Site, you agree to obey the law, respect the rights of others and avoid objectionable, defamatory or disruptive behavior. In addition, you will comply with the following rules of conduct, as updated from time to time by us. You will not:

- Upload, submit, post, transmit, distribute, publish or otherwise make available through or in connection with the Site:
 - Anything that is or may be fraudulent, tortious, unlawful, threatening, degrading, hateful, intimidating, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, indecent or otherwise objectionable.
 - Anything that would constitute, or encourages conduct that would constitute, a criminal offense, or anything that would give rise to civil liability or otherwise violate any local, state, national or international law.
 - Anything that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking” or “phreaking.”

- Anything that would violate or infringe the rights of third parties, including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right.
- Anything that would constitute plagiarism.
- Anything that contains a virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Any advertising, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
- Anything that could constitute or contain false or misleading indications of origin, endorsement or statements of fact.
- Any material non-public information about a company without the proper authorization to do so.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including, without limitation, others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Use the Site in violation of EINSTEIN’s or any third party’s intellectual property or other proprietary or legal rights.
- Use the Site in violation of any applicable law.
- Impersonate any person or entity or misrepresent your affiliation with any other person or entity, including EINSTEIN, and/or any of its affiliates, students, faculty or staff.
- Insert any advertising, branding or other promotional content into any of the Site’s content, materials or Services (for example, without limitation, in an RSS feed or a podcast received from EINSTEIN or otherwise through the Site), or use, redistribute, republish or exploit such content, materials or Services for any further commercial or promotional purposes.
- Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Attempt to gain unauthorized access to other computer systems through the Site.
- Engage in “spidering,” “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging in or registering on the Site, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Site, including, without limitation, any information residing on any server or database connected to the Site.
- Obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through the Site through any means.
- Interrupt, damage, disable, overburden, or impair the Site or the servers or networks used to make the Site available (including, without limitation, by sending mass unsolicited messages or “flooding” servers with requests), or violate any requirements, procedures, policies or regulations of such networks.
- Attempt (or encourage or support anyone else’s attempt) to modify, adapt, translate, circumvent, reverse engineer, decrypt, decompile, disassemble or otherwise alter or interfere with the Site, or any content thereof, or make unauthorized use thereof.

- Use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and/or enjoyment of the Site (including by hacking or defacing any portion of the Site).
- Obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without our express prior written consent.
- Create a database by systematically downloading and storing all or any Site content.

We may terminate your use of the Site for any conduct that we consider to be inappropriate, or for your breach of these Terms and Conditions, including the foregoing rules of conduct (including, without limitation, if you repeatedly engage in copyright infringement via or in connection with the Site).

III.E. Information You Submit

In the course of your use of the Site, you may be asked to provide certain information to us. Our information collection, use and disclosure policies with respect to such information are set forth in the Site's Privacy Policy which is incorporated herein by reference. You are solely responsible for the accuracy and content of information that you submit through the site. You agree that all information you provide to us is true, accurate and complete, and you agree to keep such information up to date. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

III.F. Registration

You may need to register to use any part(s) of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your user name and password, or your Site account.

III.G. Products and Transactions

If you wish to purchase any products made available in connection with the Site ("Products"), or if you wish to make a donation, pay your tuition, or make any other transaction via the Site (each, a "Transaction"), you may be required to visit a separate website or other online service (each, a "Payment Site") in order to complete your Transaction. Such Payment Site may be operated by us or a third party; the Payment Site's own "terms of use" agreement should identify the operator of such site. Such Payment Site's terms of use agreement (or similar legal document made available on such Payment Site), if any, and not these Terms and Conditions, may govern any Transactions that occur via such Payment Site. We have no responsibility or liability for Transactions that occur via any Payment Site unless we operate such Site and, if so, solely to the extent that we expressly agree to any such responsibility or liability in such Site's terms of use agreement. References to Products on the Site do not imply our endorsement of those Products.

III.H. Submitted Materials

Site users may submit information and/or materials via or in connection with the Site (including, for example and without limitation, materials that you submit via chat rooms, message boards, blogs, and materials that you send to us via e-mail), including, without limitation, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials (“Submitted Materials”). By submitting or sending Submitted Materials to us, you:

(i) grant to us a royalty-free, fully paid-up, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable (through multiple tiers) right and license to use, copy, reproduce, modify, adapt, publish, translate, edit, create derivative works from, distribute, perform and display (publicly or otherwise), make, sell and export such material (in whole or in part) and/or to incorporate such Submitted Materials in other works in any form, media, or technology now known or later developed, and to have others exercise any of the foregoing rights on our behalf; and

(ii) represent and warrant that you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submitted Materials that you submit and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in any Submitted Materials that you post, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant the rights and licenses set forth herein. Any Submitted Materials will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Site’s Privacy Policy We are not responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

III.I. Unsolicited Submissions

Notwithstanding anything to the contrary in these Terms and Conditions, we do not accept, invite or consider unsolicited submissions of ideas, proposals or suggestions (“Unsolicited Submissions”), whether related to the Site or otherwise. We do not treat Unsolicited Submissions as confidential. We have no obligations with respect to Unsolicited Submissions and may use them for any purpose whatsoever without compensation to you or any other person.

III.J. Rules for Promotions

Any sweepstakes, contests, raffles or other promotions (collectively, “Promotions”) made available through the Site may be governed by rules that are separate from these Terms and Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

III.K. Third Party Applications

The Site may include third party software applications and services (or links thereto) that are made available by third party providers (“Third Party Applications”). Because we do not control Third Party Applications, you agree that neither we nor our affiliates, nor our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers or service providers, are responsible or liable for any Third Party Applications, including the performance,

accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third-Party Applications or their use. We have no obligation to monitor Third Party Applications, and we may remove or restrict access to any Third-Party Applications (in whole or part) from the Site at any time. The availability of Third-Party Applications on the Site does not imply our endorsement of, or our affiliation with any provider of, such Third-Party Applications.

Further, your use of Third-Party Applications may be governed by additional terms and conditions that are not set forth in these Terms and Conditions or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third-Party Applications in connection such applications). These Terms and Conditions do not create any legal relationship between you and such providers with respect to Third Party Applications, and nothing in these Terms and Conditions shall be deemed to be a representation or warranty by us, our affiliates, or our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers or service providers, with respect to any Third Party Application.

III.L. Third-Party Content

The Site may incorporate certain functionality that allows, via the system or network of which the Site is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties (“Third Party Content”). By using such Site functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. Because we do not control Third-Party Content, you agree that we are neither responsible nor liable for any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third-Party Content, and we may block or disable access to any Third-Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third-Party Content via the Site does not imply our endorsement of, or our affiliation with any provider of, such Third-Party Content. Further, your use of Third-Party Content may be governed by additional terms and conditions that are not set forth in these Terms and Conditions or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third-Party Content).

These Terms and Conditions does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in these Terms and Conditions shall be deemed to be a representation or warranty by us, our affiliates, or our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers or service providers, with respect to any Third Party Content.

III.M. Forums

EINSTEIN may, from time to time, make available through or in connection with the Site certain features and functionality, such as chat functionality, bulletin boards, profiles, message boards, blogs, other forums and other such features and functionality (“Forums”). Information contained in the Forums may be provided by EINSTEIN employees, as well as by third party visitors to the Site. Please note that Site visitors may post messages or make statements in Forums that are inaccurate, misleading or deceptive. We, our affiliates, and our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers and service providers neither endorse

nor are responsible for any opinion, advice, information or statements made in the Forums by third parties. Without limitation, we, our affiliates, and our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers and service providers are not responsible for any information or materials made available through the Forums (including without limitation errors or omissions in Forum postings or links or images embedded in Forum messages) or results obtained by using any such information or materials.

Under no circumstances will we, our affiliates, or our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers or service providers, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of EINSTEIN.

In addition, we, our affiliates, and our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers and service providers have no control over, and shall have no liability for, any damages resulting from the use (including, without limitation, republication) or misuse by any third party of information voluntarily made public through a Forum or any other part of the Site. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON THE SITE, YOU DO SO AT YOUR OWN RISK.

III.N. Right to Monitor and Editorial Control

EINSTEIN reserves the right, but does not have an obligation, to monitor, review, evaluate and/or alter any Submitted Materials, and EINSTEIN is not responsible for any such Submitted Materials. Without limiting the foregoing, EINSTEIN reserves the right to disclose any Submitted Materials, or the circumstances surrounding their submission, in accordance with our Privacy Policy. If you become aware of any unlawful, offensive or objectionable material(s) on the Site (except for material that infringes copyright, which is addressed in Section III.Q below), contact us at webrunners@einsteinmed.org with your name and address, a description of the material(s) at issue and the URL or location of such materials.

III.O. Indemnification

You agree to defend, indemnify and hold harmless EINSTEIN, our affiliates, and our respective employees, faculty, students, affiliated researchers, officers, directors, shareholders, agents, representatives, licensors, suppliers and service providers from and against any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation of these Terms and Conditions by you. EINSTEIN reserves the right, at its own expense, to assume the exclusive defense and control of any claim subject to indemnification by you hereunder, and in such case, you agree to cooperate with EINSTEIN's defense of such claim.

III.P. Third Party Websites

The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Other sites may link to the Site with or without our authorization,

and we may block any links to or from the Site. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

III.Q. Copyright Agent

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or disable access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details. Notices and counter-notices should be sent to:

Dana Lee, JD, MPA
Senior Counsel
Albert Einstein College of Medicine
1300 Morris Park Avenue
Belfer 310
Bronx, New York 10461
Tel. 718-430-2546
Email: dana.lee@einsteinmed.org

III.R. Disclaimer of Warranties

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR USEFULNESS OF ANY CONTENT OR INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, OR ANY PRODUCTS, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE ACCURATE, COMPLETE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS’ REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. EINSTEIN ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

WE RESERVE THE RIGHT TO CHANGE ANY OF THE INFORMATION PROVIDED ON THE SITE AT ANY TIME AND WITHOUT ANY PRIOR WARNING. WE CANNOT, AND DO NOT, GUARANTEE THE CORRECTNESS, PRECISION, THOROUGHNESS OR COMPLETENESS OF ANY OF THE INFORMATION AVAILABLE ON THE SITE, NOR WILL WE BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE SITE.

III.S. Limitation of Liability

EINSTEIN, OUR AFFILIATES, AND OUR RESPECTIVE EMPLOYEES, FACULTY, STUDENTS, AFFILIATED RESEARCHERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF SALES, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, WE, OUR AFFILIATES, AND OUR RESPECTIVE EMPLOYEES, FACULTY, STUDENTS, AFFILIATED RESEARCHERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY US OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF US FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with these Terms and Conditions. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at webrunners@einsteinmed.org with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

III.T. Jurisdictional Issues

We control and/or operate the Site from the United States. The Site is not intended to subject us to non-U.S. jurisdiction or laws. We do not represent that materials on the Site are appropriate or available for use in jurisdictions outside of the United States. If you access the Site, you do so at your own initiative and risk, and you are responsible for compliance with all applicable local laws, rules and regulations. We

may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

III.U. Termination

These Terms and Conditions are effective until terminated. EINSTEIN, in its sole discretion, may terminate, change, suspend or discontinue all or part of the Site at any time. EINSTEIN may terminate, restrict or suspend your use of or access to the Site, at any time, or for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions or applicable law. EINSTEIN maintains a policy that provides for the termination in appropriate circumstances of the Site use privileges of users who are repeat infringers of intellectual property rights. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that we may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that we shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections III.A, III.H-I, III.W, and III.X-Y shall survive any expiration or termination of these Terms and Conditions.

III.V. Filtering

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at <http://kids.getnetwise.org/> and <http://onguardonline.gov/>. Please note that we do not endorse any of the products or services listed at these sites.

III.W. Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to webrunners@einsteinmed.org. You may also contact us by writing to Einstein University, Attn: Information Security Office, ITS, 2495 Amsterdam Avenue, New York, NY 10033-3201, or by calling us at (212) 960-5294. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

III.X. Governing Law; Jurisdiction

These Terms and Conditions shall be governed by the laws of the United States and the State of New York, without regard to its principles of conflicts of law. You agree to exclusive jurisdiction of the federal and state courts located in the County of New York, New York, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.

III.Y. Miscellaneous

These Terms and Conditions do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be unlawful, void, invalid or for any reason unenforceable, that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms and Conditions without our express prior written consent. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms and Conditions, together with all policies referred to herein, are the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in our discretion. The Site may also provide notices of changes to these Terms and Conditions or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfill any obligations due to causes beyond our control.

IV. Definitions

None.

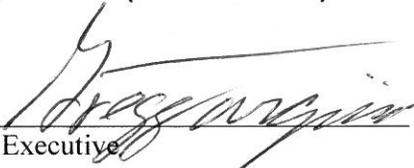
V. Effective Date

Effective as of: 5 September 2019

VI. Policy Management and Responsibilities

Einstein’s Information Technology department is the Responsible Office under this Policy. Einstein’s Associate Dean for Administration and Finance is the Responsible Executive. Einstein’s Associate Dean for Information Communications and Public Affairs is the Responsible Officer for the management of this Policy.

VII. Approved (or Revised)


Responsible Executive _____ Date 9/11/19