

# Website Terms of Use and Policies

Welcome, and thank you for visiting Luke's FastBreaks website. Luke's FastBreaks ("Luke's") is happy to provide this website along with the services and information available in it as part of our mission to provide a sense of normalcy to young people affected by cancer.

This Website is comprised of various documents and web pages created and maintained by Luke's. In several provisions, we may specifically mention, for emphasis purposes, the information, content, or services provided on this Website when we talk about this Website; however, references to the term "Website" always include, regardless of whether specifically mentioned, any and all information, content and services available via this Website. This Website is subject to the following website terms of use and policies ("Terms of Use"). The terms "Luke's Fastbreaks", "Luke's", "we", and "our" are used in this site for purposes of convenience and are intended to refer to Luke's or related parties either individually or collectively, as the context may require.

## Acceptance of Terms of Use

Please read these Terms of Use carefully. From time to time and at its sole discretion, Luke's reserves the right to change these Terms of Use for any reason, with or without notice to you. However, if the Terms of Use change, we will always post the revised Terms of Use on this Website, which means that the then-current Terms of Use posted on this Website will always be the governing Terms of Use. We encourage you to review the Terms of Use regularly for any changes. Your continued use of this Website will mean acceptance of any changes we make to the Terms of Use. You may view a printable version of these Terms of Use [here](#). The use of the terms "Website" and "Sites" include the respective website's domain and any of its sub-domains, and any content, sites, services, information, or webpages hosted by or made available on the domain or any of its sub-domains. This Website is offered to you free of charge on the express condition that you accept, without modification, and abide by these Terms of Use. If you do not agree to the Terms of Use, please do not use this Website or any other Site and exit from this Website immediately. By using this Website (including the use of any of the information, content or services available via this Website), you agree that you have read, understood and agree unconditionally to be bound by these Terms of Use.

Each of the policies and other special terms and conditions referenced in these Terms of Use are hereby incorporated herein as if fully rewritten in these Terms of Use. These Terms of Use constitute the entire understanding and agreement

between you and Luke's with respect to this Website, the other Sites, and our provision and your use of same.

## **Communication and Privacy**

Luke's is the sole owner of this website. If you have any questions about our website terms of use and policies, you may email us or write to:

By email: [lfb@lukesfastbreaks.org](mailto:lfb@lukesfastbreaks.org)

By conventional mail:

Luke's Fastbreaks

1313 Valwood Pkwy, Suite 330 Carrollton, TX 75006

By telephone: [\(802\) 585-3732](tel:(802)585-3732)

We know that many visitors to this Website are concerned about the information they may provide and how we may use that information. Luke's is sensitive to those privacy concerns, and protecting your privacy is an important priority to us. Our [Privacy Policy](#) governs the collection, use, retention and disclosure of information we gather from this Website, and you can view our Privacy Policy.

## **Accuracy of Information**

Although Luke's makes reasonable efforts to ensure that the information provided through this Website is current and accurate, Luke's makes no representations or warranties as to the accuracy, reliability, completeness or timeliness of such information, and Luke's makes no commitment and disclaims any duty to update such information. In addition, Luke's permits third parties to provide testimonials and information and, in certain situations, create personal homepages for fundraising purposes. Luke's also may, from time to time, post articles and other information provided by third parties that we believe might be of benefit or interest to our users. You acknowledge that the opinions and recommendations of third parties contained in this Website are not necessarily those of Luke's or endorsed by Luke's. All information is provided "as is" without any representation, warranty or condition as to its accuracy or reliability.

## **Intellectual Property**

This Website (including without limitation, the information, content, or services provided on this Website, and the design and layout of this Website) is protected by copyright, trademark and other proprietary and intellectual property rights of Luke's or third parties. Except as expressly permitted herein, no portion of this Website, including trademarks, logos and service marks, may be reproduced, displayed, downloaded (including without limitation, any pictures or images), or used in any form, or by any means, without the prior written permission from Luke's.

Luke's names and logos, and all related product and service names, design marks and slogans (including "Luke's", "LukesFastbreaks") are the trademarks or service marks of Luke's. While we understand that you may not intend to cause any harm by using our name and logo, your use may suggest a relationship or sponsorship of your organization that simply does not exist with Luke's. Moreover, we are obligated under federal and common law to police the use of our name and logos and must monitor such for unauthorized use; otherwise, we risk the abandonment of our marks as well as the inability to enforce our rights against other third parties. Accordingly, you may not use or reproduce any without our express, prior written consent.

Luke's hereby grants to you a non-exclusive and non-transferable license to view and print information, documents and web pages located on this Website for non-commercial or educational use within your organization only under the following conditions:

1. The material may only be used for non-commercial purposes;
2. The copies must retain any copyright, intellectual property, proprietary or other notices or disclaimers contained in the original material;
3. The products, technology or processes described on this Website may be the subject of other intellectual property rights reserved by Luke's or by other third parties. No license is granted in respect of those intellectual property rights; and
4. Notwithstanding anything to the contrary in these Terms of Use, all photos, images, and personal testimonies on this site are not subject to the license granted herein and may not be copied, reproduced or appropriated in any manner without express, written permission of Luke's.

Except as set forth above or otherwise expressly permitted in our Copyright Policy, (i) the documents, information, content, pictures, images, HTML code, and web pages on this Website may not be copied, reproduced, republished, retransmitted, sold, modified, used, or exploited in any other way, and (ii) nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under or to any intellectual property right including, without limitation, any patent, trademark, service mark or copyright of Luke's or of any third party.

You agree that any person to whom the content is provided directly or indirectly through you, will be advised of the terms of this Agreement, and that each such person is bound by these terms. You may in no way modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt any of the contents of this Website.

## **Use of this Website**

You may use this Website for lawful purposes only and only in accordance with these Terms of Use. You are prohibited from using on this Website, from transmitting to or through this Website, or linking to or from this Website (i) any unlawful, threatening, obscene, defamatory, libelous, harassing, pornographic, hateful or ethnically, racially or otherwise objectionable or harmful material, (ii) any material that would contribute to a civil or criminal offense, otherwise violates any law, or which infringes on any intellectual property right, (iii) any content referencing, facilitating, promoting or using the following: gambling, gaming, lottery, raffles, drawings, or prize promotions of any kind, including one of chance or skill that awards or provides a prize of value to a winner; or (iv) content that is used in a manner that is contrary to Luke's's public image, goodwill, reputation or mission, or in a manner that is otherwise inappropriate, derogatory or offensive (collectively, "Objectionable Material"), in each case, as determined by Luke's in its sole and absolute discretion. Luke's reserves the right to delete, destroy or otherwise remove (or to require you to delete, destroy or otherwise remove) any Objectionable Material.

Any information submitted or communicated to Luke's through use of this Website that does not include personal information or data about you is non-confidential and non-proprietary, and Luke's may, without compensation to you, incorporate, distribute or otherwise use such information for any commercial or non-commercial purpose. Luke's is under no obligation to use or post any such information and may remove any information it does post at any time in its sole discretion, with or without notice to you. Any personal information or data submitted to Luke's through use this Website is governed by the terms of the [Privacy Policy](#).

You hereby agree that you will hold indemnify, defend, and hold harmless Luke's and its officers, directors, employees, and volunteers from all claims arising out of or related to your access or use of, or your inability to access or use, this Website, including any information or material viewed or downloaded from this Website or another website to which it is linked that appear to you or are construed by you to be obscene, offensive, or defamatory.

## **Merchandise**

All items obtained from Luke's via this Website contain certain warranty and liability limitations.

## **Disclaimer of Liability**

This Website contains general information and may contain errors, omissions and inaccuracies. Luke's assumes no liability or responsibility for any such errors, omissions or inaccuracies or any other limitation that may arise in relation to this Website. This Website (including the content and information found on this

Website) should not be relied upon for any personal, commercial or financial matters, and you should consult an appropriate professional for advice based on your specific circumstances. Luke's may make modifications and/or changes to this Website at any time without notice.

THIS WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS BEING USED BY YOU STRICTLY AT YOUR SOLE RISK. LUKE'S MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT (1) THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THIS WEBSITE OR THE INFORMATION, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE, (2) ERRORS OR OMISSIONS THAT MAY BE CONTAINED IN THIS WEBSITE OR THE INFORMATION, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE, (3) OR THAT THIS WEBSITE, THE INFORMATION, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE, OR THE SERVER THAT MAKES EACH OF THESE AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEBSITE. LUKE'S HEREBY EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE AND THE INFORMATION, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS IMPLIED BY STATUTE.

IN NO EVENT SHALL LUKE'S BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, REVENUE OR PROFITS, WHETHER RESULTING FROM AN ACTION OF CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, NEGLIGENCE OR OTHER TORT OR CLAIM, ARISING OUT OF OR IN CONNECTION WITH THE USE OR RELIANCE UPON THE INFORMATION ON THIS WEBSITE AND THE INFORMATION, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE.

Some states do not allow certain exclusion of implied warranties, so the above exclusions with respect to implied warranties may not apply to you. Other states do not allow certain limitations or exclusions of liability for incidental or consequential damages, so the above limitation or exclusion of liability may not apply to you.

IN NO EVENT SHALL LUKE'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH THIS WEBSITE AND ANY AND

ALL INFORMATION, CONTENT AND SERVICES AVAILABLE VIA THIS WEBSITE, HOWEVER ARISING, EXCEED A MAXIMUM OF \$10.00.

## **References and Links to Third Party Sites**

This Website may refer to, or provide hyperlinks to the webpage of, other individuals, companies, entities, organizations, products or services. These references and links (collectively, "Links") are supplied to you merely as a convenience and the inclusion of any Link does not and shall not imply any approval, endorsement or recommendation by Luke's of such individuals, companies, entities or organizations, products or services.

Links to this Website are permitted only with the prior, written consent of Luke's. Without limiting the foregoing, links to this Website may nonetheless be provided from other sites either known or unknown to Luke's, and some links to this Website may be unauthorized. Please note that accessing any other website linked to or from this Website is done at your own risk. Luke's has not reviewed and is not responsible for the content of any third party sites linked to or from this Website and does not make any representations regarding the content or accuracy of materials on such third party sites. Luke's is not responsible for the information, materials, or content contained at any website linked to or from this Website.

## **License**

With respect to any pictures, information, writings, or other content provided by you in connection with the services provided on this Website or otherwise uploaded onto any of our Site's servers or provided to Luke's through our Sites ("Your Property"), you hereby grant to Luke's and its affiliates, licensees and assigns, a non-exclusive, perpetual, royalty-free, irrevocable, fully paid-up right and license to use Your Property (including any copyright and moral rights therein) throughout the world for any purpose in connection with the mission of Luke's, as set forth above. These purposes include, without limitation, the right and license to (a) record, film, tape, video-tape, photograph, broadcast (whether by the Internet, wire, satellite, laser, cable, or any other means whatsoever) and otherwise exploit the Your Property; (b) reproduce, print, publish and disseminate, in any medium whatsoever, your name, pictures, voice, likeness, interviews, and identity to the extent included in Your Property (collectively, "Likeness") in connection with our use of Your Property; and (c) identify you as the source of the Likeness.

You acknowledge and agree that you will not receive any compensation whatsoever in connection with the use and exploitation of Your Property as contemplated above, or the exercise by Luke's of the rights granted to Luke's above.



The rights and licenses granted by you with respect to Your Property shall survive the expiration or termination of these Terms of Use for any reason.

## **Additional Terms**

These Terms of Use constitute the entire understanding between the parties pertaining to the subject matter hereof and supersede all previous communications, proposals, representations and agreements, whether oral or written, relating to the subject matter hereof. If any portion of any provision of these Terms of Use is held to be illegal, invalid or unenforceable, in whole or in part, (i) such unenforceable portion of the provision shall be deemed severed from these Terms of Use, (ii) the validity and enforceability of the remaining portion of the provision and the other provisions of these Terms of Use shall not be affected or impaired, and (iii) these Terms of Use shall be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision. The provisions of these Terms of Use that, by their nature, survive the expiration or earlier termination of these Terms or Use or of this Website, shall continue and remain in full force after the expiration or earlier termination of these Terms of Use or this Website, including without limitation, any provisions regarding indemnification of the Foundaion, intellectual property ownership, the disclaimer of any warranties by Luke's, or the limitation of Luke's's liability.

Neither the failure of a party to enforce at any time any of the provisions of these Terms and Conditions nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

Unless expressly set forth otherwise, no right or remedy granted by any provision of these Terms of Use is intended to be exclusive of any other right or remedy provided in these Terms of Use or otherwise, and each and every right and remedy shall be cumulative and shall be in addition to every other right remedy provided in these Terms of Use, at law, in equity, or otherwise, and the election of any one right or remedy shall not constitute a waiver of any right to pursue other rights or remedies under these Terms of Use, at law, in equity, or otherwise.

## **Governing Law and Jurisdiction**

Access to this Website and any and all information, content and services available via this Website is governed by all applicable federal, state, provincial and local laws, and, in the case of users resident outside of the United States, you may also be subject to additional laws of the country where you reside. You are responsible for compliance with the laws of your jurisdiction and any other applicable law. This Website is controlled by Luke's, which is headquartered in Texas, United States of America. They can be accessed from all 50 states, as well as from other countries around the world. Since each of these places has laws that may differ

from those of Texas, by accessing this Website, you agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principals thereof, will apply to all matters arising from or relating to use of this Website, or any information, content or services available via this Website. In the event that any claim, dispute or other controversy arising out of this Website, any information, content or services available via this Website cannot be amicably settled through good-faith negotiations, you hereby irrevocably consent to the jurisdiction of the federal and state courts in Texas as the exclusive forum and venue for the resolution of such disputes, and further waive and agree not to assert as a defense or otherwise, that (i) you are not personally subject to the jurisdiction of the above-named courts, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper.