

USER AGREEMENT AND TERMS OF USE as of July 31, 2015

This is the User Agreement (the “Agreement”) for <http://www.pituitarysociety.org> (the “Website”), which is owned and operated by The Pituitary Society (“The Society,” “we,” or “us”). This Agreement is a binding legal agreement between you (“User, or “you”) and The Society. Please review the terms and conditions contained herein carefully. Your use of the Website is subject to the terms and conditions set forth in this Agreement and the Privacy Policy, located at www.pituitarysociety.org, and all applicable laws and regulations. By registering an account, viewing a video or participating in our video education series, or otherwise accessing or using the Website, you signify that you accept terms and conditions set forth herein and agree to be bound by them.

The Society reserves the right to change the terms of this Agreement at any time, without prior notice, by posting here. You will be bound by any such changes if you continue to use the Website after such changes are posted. We encourage you to review the Website and this Agreement from time to time to determine whether a revised Agreement has been posted. The date of the last revision appears at the end of this Agreement.

DESCRIPTION OF SERVICES

The Website provides a variety of information and resources regarding diseases of the pituitary gland, including downloadable publications and a directory of medical professionals. The Website also provides a variety of resources for scientists, physicians, medical and PhD students, clinical trainees, and research and post-doctoral fellows who are interested in disorders of the pituitary gland, including access to informational brochures and our video education series, as well as the opportunity to apply for membership in The Society.

ELIGIBILITY

In order to access the Website, become a member, create an account, and/or make a payment through the Website, you must be at least 18 years of age or older. Accordingly, by accessing the Website and/or taking any of the actions listed above, you represent and warrant that you are at least 18 years of age or older, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement; otherwise, please exit the Website.

Persons who are at least 13 years of age, but under the age of 18, may, with the consent of a parent or legal guardian, access certain public areas of the Website that are accessible without creating an account or supplying a username and password. Accordingly, by accessing the Website, you warrant that you are at least 18 years of age or older, or are at least 13 years of age and have received consent from your parent or legal guardian, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement; otherwise, please exit the Website. If you are a parent or guardian of a child who is at least 13 years of age, but under the age of 18, and you give your child permission to use the Website, you hereby agree to the terms set forth in this Agreement on behalf of both yourself and your child.

You further agree that you are solely responsible for any and all use of the Website by your child regardless of whether such use was authorized by you.

APPLICATION FOR MEMBERSHIP

Scientists and physicians who have an interest in disorders of the pituitary gland may apply for membership in The Society by submitting an application through the Website. Regular Memberships are available to practicing clinicians, basic science researchers, clinical researchers, and industry professionals. Associate-in-Training Memberships are available to medical students, PhD candidates, clinical trainees (i.e. not holding a consultant or equivalent appointment), research fellows or trainees, and post-doctoral fellows within 6 years of obtaining their PhD (or terminal) degree. In order to apply for membership, you must submit a complete application, indicating your specialty and membership areas. You will also be asked to provide a brief CV and a letter or email of support from a current, active member of the Society by email, as well as an optional biosketch. The information you provide must be true and correct and, if your application is accepted, you will be expected to update The Society if any of your information changes. Additionally, you agree that you will notify The Society immediately if your medical license is suspended or revoked. Once your application is accepted, you will receive an email with a link to pay your membership dues online. If you are a medical provider, you will also be given the option to provide your contact information to be listed on the Website in The Society's searchable "Find a Specialist" directory. You may request that your name be removed from the directory at any time by sending an email to info@pituitarysociety.org. We will respond to such requests in a timely fashion, but please note that it may take up to 30 days for your information to cease appearing in the directory. The Society reserves the right, in its sole discretion, to remove a member from the "Find a Specialist" directory in the event that the member's license to practice medicine is suspended or revoked, his or her membership in The Society is suspended or terminated, or for any other that The Society deems appropriate.

VIDEO EDUCATION SERIES

The Society offers a video education series on the Website, which is intended solely for the personal use of fellows and other endocrine trainees, as well as program directors for endocrine fellowships and training programs. The video series is offered for informational purposes only to medical professionals and trainees who are interested in learning about disorders of the pituitary gland. The information contained in the videos is not medical advice. The videos are not intended for viewing by members of the general public. Linking to, downloading, using, and/or displaying any of the video content is prohibited unless specifically authorized in writing by The Society.

The video series consists of lectures, which may include an overview of various disorders of the pituitary gland, specific diagnoses and treatments, complex cases, and doctor-patient interactions. In order to participate in the video series, you will be asked to create an account on the Website, and to confirm that you are eligible to participate in the video series by providing your institutional affiliation and indicating whether you are a fellow, trainee, or a director of a fellowship or training program. The Society reserves the right to terminate your access to the Website and/or the video series if it learns that you are not eligible to participate in the video series.

In order to complete the video series, you will be asked to take a short pre-viewing and post-viewing test for each video and to complete a survey on your experience with the video series as a whole. Upon viewing the complete video series and completing all pre-viewing and post-viewing tests and the survey, you will be issued an email certificate acknowledging your completion of the video series. This certificate may only be used as evidence of your completion of the video series; it is not evidence of the completion of a medical training program, or attainment of any degree or educational credential, and does not indicate expertise in diagnosing or treating any particular disease. Please note that The Society does not offer continuing medical education credits.

CREATE AN ACCOUNT

In order to apply for membership in The Society, participate in the video education series, or to take certain other actions through the Website, you must create an account and provide certain personal information, including, without limitation, your first and last name, email address, position, and institutional affiliation. You must provide information about yourself that is true, current and complete, and keep this information up-to-date. The Society also reserves the right to suspend or terminate your account if The Society has reason to believe that you have supplied inaccurate or intentionally misleading information, including, but not limited to, information regarding your position or institutional affiliation.

You will be asked to create an account by selecting a username and password. You agree that you will not select a username: (a) belonging to another person or entity with the intent to impersonate that person or entity; (b) that violates the rights of any third party, including intellectual property rights and/or rights of publicity; or (c) that The Society, in its sole discretion, deems inappropriate or offensive. You acknowledge and agree that you shall have no ownership or other property interest in your user name or account, and you further acknowledge and agree that all rights in and to your user name and account (but not in the personally identifying information associated therewith) are and shall forever be owned by and inure to the benefit of The Society.

You are solely responsible for maintaining the confidentiality and security of your username and password on the Website, and are responsible for all activities (whether by you or by others) that occur under your password or account. You must notify us immediately of any unauthorized use of your account. The Society will not be liable for any loss or damage arising in connection with any unauthorized use of your account. The Society reserves the right to reclaim any user name for any reason, and to refuse any request to create an account or to login for any reason or no reason.

MEMBERSHIP FEES; PAYMENT PROCESSING OF FEES

Our Website allows you to use your credit card to make payments to The Society. By making a payment to The Society through the Website, you authorize The Society, through its payment processor, to process your payment and charge your credit card. The credit card payment feature is provided by one or more third party payment processors, which process all payment transactions made through the Website. The payment processors manage the routing of all of your applicable information through the credit card processing networks, and therefore will collect information from you in order to be able to process your credit card payment, including

your name, address and credit card information. The Society is not affiliated with the payment processor(s), and we are not responsible in any way for their acts or omissions. Accordingly, we expressly disclaim responsibility and liability for all services provided by the payment processor(s), and you hereby agree that The Society shall not be responsible for any loss or damage of any sort incurred as a result of such services. You hereby agree that, for all payment transactions, (1) you will not use an invalid or unauthorized credit or debit card or other payment method; (2) payment transactions will be charged to the credit or debit card or other payment method you use through the payment processor; and (3) all payment transactions are final and non-refundable. For more information about how our third-party payment processors collect and use information from you, please review our privacy policy, located at www.pitutiarysociety.org

FIND A SPECIALIST

The Website includes a “Find a Specialist” feature, which is a searchable directory of medical providers who are members of The Society and have indicated that they would like be listed in the provider directory. The Society provides the directory as a convenience to its Users and for informational purposes only. While all of the listed providers are current members of The Society, The Society has no other affiliation with the listed providers, does not review or vet providers, and makes no warranties or guarantees with respect to any listed provider or his/her services. Inclusion of a provider in the directory does not imply approval or endorsement thereof by The Society. The Society shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or resulting from any medical advice or services received from a listed provider. If you choose to contact or consult with any of the providers listed on the Website, you acknowledge that you do so at your own risk.

USER SUBMISSIONS

Except as otherwise stated herein, you understand and acknowledge that any questions, comments, suggestions, ideas, feedback or other information that you submit to The Society, whether via email, or via the contact form provided on the Website (“User Submissions”), are not confidential and become the sole property of The Society, and that The Society shall own the exclusive rights, including copyrights and any other relevant intellectual property rights, in the User Submissions. Any personal information that you provide to The Society in connection with a User Submission will be handled in accordance with The Society’s privacy policy. We strongly encourage you not to send personal information, including health information, to The Society through the Website.

PROHIBITED USES

You acknowledge and agree that you shall not engage in any conduct, or use or attempt to use the Website, (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) in a manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) to interfere with any other party's use and enjoyment of the Website, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by The Society to be made accessible to a user, or (vi) to attempt to obtain any materials or information through any means not intentionally made available by The Society, or (vii) for any use other than the purpose for

which it was intended. In addition, in connection with your use of the Website, you agree you will not:

- a) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any representative of The Society, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- b) post any material that is knowingly false, misleading, or inaccurate;
- c) behave in an abusive and/or hateful manner, or harass, threaten, or attack anyone;
- d) post profanity or language or content that is obscene, sexually oriented, or sexually suggestive or link to sites that contain such content;
- e) post any other person's identifying information (including their names, contact information or any other relevant information) within the Website but your own, or otherwise reveal sensitive or personal information about another person through the Website;
- f) post advertisements, chain letters, pyramid schemes, or solicitations, all of which are inappropriate and prohibited on the Website. You will not, furthermore, collect personal information about other users for the purpose of sending them any such advertisements, chain letters, pyramid schemes, or solicitations through other means (email, messaging programs, etc.).
- g) attempt to access any protected sections of the Website, nor make use of any hacks, cracks, bug exploits, etc. to bypass or modify the features of the Website software;
- h) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs, or share or distribute viruses, licenses, registration information, software keys, "cracks," or other information, that are designed to do harm to or allow unlawful access to any computer hardware, software, networks, or any other systems;
- i) violate any applicable local, state, national or international law, or use the Website to discuss illegal activities;
- j) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- k) delete or revise any material posted by any other person or entity;
- l) probe, scan, test the vulnerability of or breach the authentication measures of, the Website or any related networks or systems;
- m) harvest or otherwise collect or store information about others, including e-mail addresses; or
- n) use any robot, spider, scraper, or other automated or manual means to access the Website, or copy any content or information on the Website.

The Society reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of this Agreement, including, without limitation, the suspension or termination of the User's access and/or registration. The Society may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the terms of this Agreement, the Privacy Policy, and/or applicable law, The Society reserves the right at all times to disclose any information as The Society deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Society's sole discretion.

LINKS TO THIRD-PARTY WEBSITE/MATERIALS

The Website may contain hyperlinks to websites that are owned and operated by parties other than The Society. Such hyperlinks are provided for your convenience only. We do not control such websites, and cannot be held responsible for the content or accuracy of anything on these sites. You acknowledge and agree that The Society is not responsible for and is not liable for the content, products, services or other materials appearing on or made available from such third party websites. We accept no liability for any information, products, articles, resources, materials, advertisements, content, services or software accessible through these third party websites or for any action you may take as a result of linking to any such website. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. The Society shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, articles, resources, products, services or other materials made available on or through any such third party website. The Society is not responsible for the privacy practices of any other websites.

GENERAL DISCLAIMER; MEDICAL DISCLAIMER

Content and other information contained on the Website has been prepared by The Society as a convenience to its Users and is not intended to constitute advice or recommendations upon which a User may rely. The Society has used reasonable efforts in collecting, preparing and providing such content, information and materials (which includes any links to other resources, articles, etc.), but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Website content, material or other information contained in or linked to the Website. Users relying on content, materials or other information appearing on or linked from the Website do so at their own risk. The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the Website, but are provided solely for general informational purposes.

The information and advice contained in or made available through the Website is not intended to replace the services of a trained health professional or to be a substitute for medical advice of physicians. The User should consult a physician in all matters relating to his or her health, and particularly in respect to any symptoms that may require diagnosis or medical attention. The Society makes no representations or warranties with respect to any information offered or provided within or through the Website regarding treatment, action, or application of medication. Neither The Society, nor any of its affiliates, will be liable for any direct, indirect, consequential, special, exemplary, or other damages arising therefrom.

YOUR USE OF THE WEBSITES IS AT YOUR SOLE RISK. ALL CONTENT, INFORMATION, MATERIALS AND SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND THE SOCIETY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, QUIET ENJOYMENT AND ACCURACY. THE SOCIETY MAKES NO WARRANTY THAT THE WEBSITE, CONTENT OR ANY OTHER INFORMATION OR SERVICE PROVIDE ON THE

WEBISTE IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

LIMITATION OF LIABILITY

IN ADDITION TO THE ABOVE DISCLAIMER OF WARRANTIES AND ANY OTHER DISCLAIMERS IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT THE SOCIETY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES - WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER ACTION – AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE SOCIETY HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE WEBSITE, WEBSITE SERVICES OR CONTENT, BREACH OF THE SOCIETY’S SECURITY OR THAT OF ANY OF OUR SERVICE PROVIDERS, CONTRACTORS, AFFILIATES OR AGENTS, OR ANY BREACH OF SECURITY THAT RESULTS IN THE RELEASE OF OR ACCESS TO YOUR PERSONAL INFORMATION, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE WEBSITE, WEBSITE SERVICES OR CONTENT. IN NO EVENT WILL THE SOCIETY BE LIABLE TO YOU OR ANYONE ELSE FOR DEATH OR PERSONAL INJURY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN ADVISED, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE SOCIETY AND ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless The Society, its affiliates, and its contractors, and all of their respective directors, officers, employees, volunteers, representatives, principals, agents, predecessors, successors, and assigns from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys’ fees and litigation expenses) relating to or arising from your use of this Website, the use of any third party websites linked to from the Website, your fraud, violation of law, or willful misconduct, and any breach or alleged breach by you of this Agreement as stated herein or as modified from time to time in The Society's sole discretion.

LIMITED LICENSE AND SITE ACCESS; COPYRIGHT; TRADEMARKS AND SERVICE MARKS

The Society hereby grants you a limited license to access and make personal use of the Website. Except as otherwise expressly stated, all content appearing on the Website is the copyrighted work of The Society or its third party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all content is also the exclusive property of The Society and is protected by U.S. and international copyright laws.

The use of Website content, including images and videos, by you, or anyone else authorized by you, is prohibited unless specifically permitted by The Society. Any unauthorized use of text, images, or videos may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. The Society does not warrant or represent that your use of the Website content, services, or any other materials displayed on the Website will not infringe the rights of third parties.

Certain trademarks are the service marks and trademarks of The Society. The domain name for the Website, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of The Society. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from the Website without the prior written authorization of The Society.

NOTICE OF INFRINGING MATERIAL

If you believe in good faith that materials hosted by The Society infringe your copyright or another person's copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we may not process your complaint if it is not properly filled out or is incomplete.

- 1) A clear identification of the copyrighted work you claim is infringed.
- 2) A clear identification of the material you claim is infringing on the Website, such as a link to the infringing material.
- 3) Your address, email address and telephone number.
- 4) A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
- 5) A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- 6) A signature by you or the person authorized to act on behalf of the copyrighted work that you claim is infringing.

Please send us your notice by email to info@pituitarysociety.org

FORCE MAJEURE

The Society shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of The Society, including a delay in services from its contractors, agents or suppliers, including but not limited to utility or transmission failures,

power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

NOTICES

Any notices to you from The Society regarding the Website or this Agreement will be posted on the Website or made by e-mail or regular mail.

GOVERNING LAW

By visiting the Website or accessing or using the Website services or content, you agree that the laws of the State of New York and of the United States of America, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and The Society or any of our affiliates.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in New York, New York, and administered by the American Arbitration Association (“AAA”) or similar arbitration body and conducted by a sole arbitrator in accordance with the AAA’s Commercial Arbitration Rules or the arbitration rules of a similar arbitration body. The arbitration shall be governed by the Federal Arbitration Act, codified in chapter 1 of Title 9 of the United States Code, as amended, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration.

Before commencing any action pertaining to a controversy or claim arising out of or relating to this Agreement, the party wishing to commence the action shall provide reasonable notice to other party before commencing the action, in order to allow the parties an opportunity to resolve the dispute before resorting to legal action.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and The Society regarding the use of the Website, superseding any prior agreements between you and The Society relating to your use of the Website. The failure of The Society to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

HOW TO CONTACT US

If you have any questions or comments about this Agreement or the Website, please contact us by email at info@pituitarysociety.org. You also may write to us at:

The Pituitary Society

VA Medical Center
423 East 23rd Street
Rm16048aW
New York, NY 10010

Date this Agreement was last updated: July 31, 2015.