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"Information" means all information available through or offered for use on or in connection with the Site, including without limitation online medical information. "Site" means this Web site and all of its constituent Web pages, all Information, all Site Materials, and any services available through or offered for use on or in conjunction with the Site. "Site Materials" means everything you see or read on the Site (including all text, images, photographs, illustrations, icons, video clips, and other visual materials); all software contained in or used in connection with the Site (including all client software, HTML code, Cold Fusion code, Java applets, ActiveX controls and other software code); and all depictions or compilations of Information. "Third Parties" means organizations, entities or individuals other than Hope and you. "User" or "Users" means a person or persons using the Site. **Use of Site for Lawful Purposes Only:** The Site may not be used for any purpose that is unlawful or prohibited by these Terms and Conditions of Use. By accessing the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions of Use.

Use of Information:

You are solely responsible for your conduct with respect to any Information, including without limitation your conduct in creating, storing, transmitting, disseminating, accessing, receiving, or using any Information. **No Medical Advice:**

Nothing contained in or available through the Site shall constitute medical advice by Hope. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE. **No Warranties:** USE THE SITE AT YOUR OWN RISK. THE SITE, INCLUDING WITHOUT LIMITATION ALL OF ITS CONSTITUENT WEB PAGES, ALL INFORMATION, ALL SITE MATERIALS, AND ANY SERVICES AVAILABLE THROUGH OR OFFERED FOR USE ON OR IN CONJUNCTION WITH THE SITE, ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. Without limiting the foregoing, Hope does not warrant that the Site or its operation will be accurate, reliable, uninterrupted, error-free or free of viruses or other harmful agents, nor does Hope warrant that any Information will be accurate, reliable, complete, or timely. You acknowledge that Information

may be transmitted over local exchange, inter-exchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by local and long distance carriers, utilities, Internet service providers and other third parties, all of which are beyond the control of Hope. You accept all risk arising out or relating to the delay, failure, interruption, corruption, or interception of any Information.

No agent or representative has the authority to create any warranty regarding the Site on behalf of Hope. Hope may change or discontinue at any time the Site or any or all aspects or features of the Site. **Exclusion and Release of Liability; Exclusion of Consequential Damages:**

AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE THAT HOPE SHALL INCUR NO LIABILITY FOR, AND YOU PROSPECTIVELY WAIVE AND RELEASE HOPE FROM, ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY PERSONAL INJURY OR ILLNESS OR DEATH, DAMAGE TO OR LOSS OF ANY REAL OR PERSONAL PROPERTY, INCLUDING INTELLECTUAL PROPERTY, INVASIONS OF PRIVACY AND INJURIES TO REPUTATION, LOSS OF DATA, LOST PROFITS OR OTHER BUSINESS INJURY, AND ANY OTHER INJURY OR DAMAGE OF ANY KIND THAT ARISES OUT OF OR RELATES TO YOUR USE OF THE SITE, EVEN IF HOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY OR DAMAGE.

Without limiting the foregoing, Hope shall not be liable for, and you prospectively waive and release Hope from, any claims arising out of or relating to your access to or use of any Information, Site Materials, or any services available through or used on or in conjunction with the Site; any claims arising out of or relating to the creation, content, storage, transmittal, dissemination, accessing, receipt, use, delay, failure, interruption, corruption, or interception of any Information of or by any User; any claims arising out of or relating to any delay, failure, interruption or loss of service; and any claims of libel, defamation, harassment, violation of rights of privacy or publicity, and infringement of intellectual property or other rights.

HOPE'S SOLE LIABILITY SHALL BE FOR RECKLESSNESS OR WILLFUL MISCONDUCT AND THEN ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$1,000.00 (ONE THOUSAND DOLLARS). UNDER NO CIRCUMSTANCES SHALL HOPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF EARNINGS, OR LOSS OF INCOME EARNING CAPACITY, EVEN IF HOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Remedies under these Terms and Conditions of Use are exclusive and are limited to those expressly provided for in these Terms and Conditions of use. You acknowledge that Hope is a non-profit corporation; that the Site is managed by Hope for the public good and not for profit; and that the foregoing exclusion of liability and limitation of damages are essential to the operation and viability of the Site. **Additional Protected Entities:**

For purposes of any disclaimers of warranty, any exclusions or limitations of liability or damages, any indemnity provisions, and any all references to "Hope" shall mean Hope and its officers, directors, agents, shareholders, owners, employees, trustees, administrators, receivers, sureties, insurers, attorneys, successors and predecessors in interest, parent and subsidiary and affiliated corporations, communications providers, partners, licensors and suppliers, attorneys, assigns and receivers of each of the foregoing, past, present and

future. **Links to Third Party Sites:**

Links to sites operated by parties other than Hope ("Linked Sites") will let you leave this Site. Linked Sites are not under the control of Hope, and Hope is not responsible for the contents of any Linked Site or any link contained in any Linked Site, or any changes or updates to such sites. Hope is not responsible for any information, data, or transmission of any kind received from any Linked Site. Hope is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Hope of any Linked Site or of any information, product or services. **Indemnification:**

You agree to defend, indemnify and hold Hope and its officers, directors, agents, shareholders, owners, employees, trustees, administrators, receivers, sureties, insurers, attorneys, successors and predecessors in interest, parent and subsidiary and affiliated corporations, communications providers, partners, licensors and suppliers, attorneys, assigns and receivers of each of the foregoing, past, present and future, harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation reasonable legal and accounting fees, arising from or relating to or alleged to arise from or relate to your use of the Site, including without limitation any claims involving access to or use of any Information or services available through or used on or in conjunction with the Site, any claims involving the creation, content, storage, transmittal, dissemination, accessing, receipt, or use of any Information of or by any User, and any claims of libel, defamation, harassment, violation of rights of privacy or publicity, loss of service, and infringement of intellectual property or other rights. **Copyright:**

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Hope at: Attn: Public Relations Network

540 W. International Airport Rd.

Anchorage, AK 99518-1110 **Procedures for Removal of Infringing**

Materials:

Hope will not tolerate copyright infringement of any kind. Hope does not, however, monitor User-submitted materials for copyright infringement. If you believe that any material on the Site infringes your copyright, you may seek to have the material removed by sending Hope notice that includes all of the following information:

- your full name, address and telephone number;
- your e-mail address;
- identification of the copyrighted work that you believe is being infringed;
- identification of infringing material and information sufficient for Hope to locate it;
- your statement of good faith belief that (a) the material infringes your copyrights, (b) the information provided in the notice is accurate and (c) under

penalty of perjury, you are authorized to act for the copyright owner; and
· your physical signature. Direct such notice to Hope's designated agent for receiving copyright infringement notices: Attn: Public Relations Network
540 W. International Airport Rd.

Anchorage, AK 99518-1110 Upon receipt of notice complying with the above, Hope will act to remove infringing materials and, if applicable, send notice to the User who posted such materials on the Site. If Hope removes materials posted by you, as a User, due to alleged copyright infringement, you may seek to have the materials reinstated by notifying Hope's designated agent in writing and including the following information: · your full name, address and telephone number;

· your e-mail address;

· identification of the material that has been removed or to which access has been disabled, including: 1. its location before it was removed or disabled; 2. your statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;

3. your statement consenting to the jurisdiction of the Federal District Court for the District of Alaska at Anchorage;

4. a statement that you will accept service of process from the person who provided notice of copyright infringement or from such person's agent; and

5. your physical signature. Upon receipt of a notice meeting the above requirements, Hope will send a copy of the notice to the copyright owner who initially claimed copyright infringement. Unless within 14 days following receipt of the notice Hope receives notice from the copyright owner who submitted the first notification that it has filed an action seeking a court order to restrain the User that posted the materials from engaging in infringing activity, Hope will replace or enable access to the removed material. Parties who misrepresent that materials are infringing or were removed by mistake or misidentification are subject to substantial civil liability to Hope and/or the copyright owner or User.

Trademarks:

"Hope Community Resources, Inc." and the Hope logo are trademarks or servicemarks of Hope and are protected by state and/or federal trademark laws. Other trademarks or servicemarks may appear on the Site with permission from their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on Hope without the written permission of the party who owns the trademark. If you violate any of the terms of this section, your permission to use the Site will automatically terminate. In addition, your unauthorized use of trademarks appearing on the Site may constitute trademark infringement, which could subject you to severe civil penalties. **Termination:**

You are granted the privilege of accessing this Site unless Hope terminates that privilege. Hope may, at any time and for any reason whatsoever, terminate your privilege of accessing all or any portion of the Site. You agree that Hope will not be liable to you or any third party as a result of such termination. You agree that Hope may modify or discontinue the Site at any time, with or without notice. You agree that Hope will not be liable to you or any third party as a result of such modification or discontinuation. **Compliance with Laws:**

You are responsible for compliance with all federal, state, and local law applicable to your use of the Site.

Injunctive Relief:

You agree that Hope will suffer irreparable injury in the event you fail to comply

with any of these Terms and Conditions of Use, and that monetary damages may be inadequate to compensate Hope for such breach. Accordingly, you agree that Hope will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce these Terms and Conditions of Use. **Survival:**

All terms, conditions and warranties contained in these Terms and Conditions of Use which by their sense and context are intended to survive the performance hereof by the parties hereunder shall survive the completion of the performance, cancellation or termination of the Agreement. Without limiting the foregoing, the provisions entitled "Use of Information," "No Medical Advice," "No Warranties," "Exclusions and Release of Liability; Exclusion of Consequential Damages," "Additional Protected Entities," "Indemnification," and "Jurisdiction and Limitation of Action" shall survive the termination of this Agreement.

Jurisdiction and Limitation of Action:

Exclusive jurisdiction and venue for any dispute with Hope, or which in any way relates to your use of the Site, resides in the state or federal courts at Anchorage, Alaska, and you consent to the exercise by those courts of personal jurisdiction over you. For purposes of the preceding sentence, "Hope" shall include Hope or all other entities identified in the paragraph entitled "Other Protected Entities." If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity or enforceability of any of the remaining provisions of these Terms and Conditions of Use. No waiver of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Any cause of action you may have with respect to Hope must be commenced within six months after the claim or cause of action arises, or such claim or cause of action is barred.

Complete Agreement:

These Terms and Conditions of Use constitute the entire agreement and understanding between Hope and you with respect to your use of the Site, superseding all prior or contemporaneous communications and/or understandings. Notwithstanding the foregoing, these Terms and Conditions of Use do not supercede any separate agreements by you with respect to any Information or services available through or offered for use in conjunction with the Site. A printed version of these Terms and Conditions of Use shall be deemed to be admissible in evidence in any judicial or administrative proceedings in which these Terms and Conditions of Use are relevant.

Notices:

Hope may deliver notice to you under these Terms and Conditions of Use by means of electronic mail or by written communication delivered by first class U.S. mail to your address on record in the Site. You may give notice to Hope at any time via letter delivered by first class postage prepaid U.S. mail or by overnight courier to the following address: Attn: Public Relations Network
540 W. International Airport Rd.
Anchorage, AK 99518-1110