

Terms of Use

Legal Notices for TNBCType

Vanderbilt University makes information available on this web site, subject to the following terms and conditions. By accessing this site, you agree to these terms and conditions. Vanderbilt University ("Vanderbilt") reserves the right to change these terms and conditions, and the services, programs mentioned in this site at any time, at its sole discretion, without notice. Vanderbilt reserves the right to seek all remedies available by law and in equity for any violation of these terms and conditions. Any rights not expressly granted herein are reserved.

Copyright

The information on this web site is protected by copyright. Except as specifically permitted, no portion of this web site may be distributed or reproduced by any means, or in any form, without the explicit written permission of Vanderbilt. In particular, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by Vanderbilt, or received from any other party or individual through the TNBCType website to anyone, including but not limited to others in your organization. To obtain a license for use of TNBCType other than as expressly granted in these terms of use, including for commercial purposes, please contact the commercial licensee for TNBCType, Insight Genetics, at tnbc@insightgenetics.com or 615-255-8880.

© 2011-2014 by Vanderbilt University. All rights reserved.

Use of TNBCType

The following Terms and Conditions apply for use of TNBCType. Uploading data into TNBCType indicates your acceptance of the following Terms and Conditions. These Terms and Conditions apply to all data uploaded to and all results obtained from TNBCType, independent of format and method of acquisition.

Linking to the TNBCType Web Site

Vanderbilt permits anyone to link to the TNBCType web site (<http://cbc.mc.vanderbilt.edu/tnbc/index.php>) for non-commercial purposes subject to the linker's compliance with the following terms and conditions: A site that links to TNBCType web site:

- May link to, but not replicate, content contained in the TNBCType site;
- Must not create a border environment or browser around content contained in the TNBCType site;
- Must not present misleading or false information about TNBCType services.
- Must not misrepresent TNBCType's relationship with the linker;
- Must not imply that Vanderbilt or TNBCType is endorsing or sponsoring the linker or the linker's services or products;
- Must not use Vanderbilt or TNBCType logos or trade dress without prior written permission from Vanderbilt University;
- Must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages;
- Must not contain materials that would violate any laws;
- Must agree that the link may be removed at any time upon Vanderbilt's notice that consent to allow the link has been rescinded.

To obtain a license for use of TNBCtype for commercial purposes, please contact the commercial licensee for TNBCtype, Insight Genetics, at tnbc@insightgenetics.com or 615-255-8880.

TNBCtype Trademark and Copyrighted Material

- TNBCtype artwork, graphics and text developed for the website is owned by Vanderbilt University
 - Permissions, including credit line and/or fees for use of owned material, must be negotiated directly with the commercial licensee of TNBCtype Insight Genetics, at tnbc@insightgenetics.com or 615-255-8880.
- Furthermore, use, reproduction, copying, or redistribution of the Vanderbilt University or TNBCtype names, marks, or logos is strictly prohibited without prior written permission from Vanderbilt.

Not for Emergencies or Medical or Professional Advice

The TNBCtype website does not provide any medical or healthcare products, services or advice, and is not for medical emergencies or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. Also, information contained on this website is not a substitute for a doctor's medical judgment or advice. Vanderbilt recommends that you discuss your specific, individual health concerns with your doctor or health care professional.

Educational Resources

The TNBCtype website is for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or healthcare consultation or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by the TNBCtype website or Vanderbilt. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained in these communications and resources may be compiled from a variety of sources. Vanderbilt makes no warranty as to the content of these materials or the information contained therein.

Operation and Record Retention

Vanderbilt reserves complete and sole discretion with respect to the operation of the TNBCtype website. Vanderbilt may, among other things withdraw, suspend or discontinue any functionality or feature of the TNBCtype website. Vanderbilt is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. Vanderbilt is not responsible for maintaining data arising from use of the TNBCtype website. Vanderbilt reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the TNBCtype website.

Limitations on Use

You agree not to access or use the TNBCtype website in an unlawful way or for any unlawful purpose or for any purposes other than its intended purposes. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of TNBCtype or any of its users. Vanderbilt reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Disclaimers

You acknowledge that your use of the TNBCtype website is at your sole risk, and that you assume full responsibility for all risk associated therewith. All information, products or services contained on or provided through this website are provided "as is" without any warranty of any kind, express or implied. To the fullest extent permissible under applicable law Vanderbilt and its affiliates, trustees, officers, managers, employees or other agents or representatives (collectively, "affiliates") hereby disclaim all representations and warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement and freedom from computer virus strains. Without limiting the foregoing, Vanderbilt and its affiliates make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the TNBCtype website, information received through the TNBCtype website, and other information provided hereunder. Vanderbilt assumes no responsibility for errors or omissions in the information or software or other documents which are referenced by or linked to this web site.

Limitation of Liability

In no event shall Vanderbilt be liable for any damages or other liability to you or any other users of the TNBCtype website. To the maximum extent permitted by law, in no event shall Vanderbilt or any of its affiliates be liable for any special, punitive, indirect, incidental or consequential damages, including but not limited to personal injury, wrongful death, loss of goodwill, loss of use, loss of profits, interruption of service or loss of data, whether in any action in warranty, contract, tort or any other theory of liability (including, but not limited to negligence or fundamental breach), or otherwise arising out of or in any way connected with the use of, reliance on, or the inability to use, the TNBCtype website or any service offered through the TNBCtype website or any material or information contained in, accessed through, or information, products or services obtained through this website, even if an authorized representative of TNBCtype or Vanderbilt is advised of the likelihood or possibility of the same. To the extent any of the above limitations of liability are restricted by applicable federal, state or local law, such limitations shall not apply to the extent of such restrictions.

Indemnity

You agree to indemnify, defend and hold harmless Vanderbilt and its affiliates (defined above) from and against all losses, liability, expenses, damages and costs, including reasonable attorney's fees, arising out of or related to any breach of this terms of use, any negligent or wrongful action or omission by you related to your use of or providing of information or services through the TNBCtype website, or any negligent or wrongful use of the TNBCtype website (including, without limitation, infringement of third party intellectual property rights or negligent or wrongful conduct) by you or any other person accessing your account.

Third Party Rights

The disclaimers, indemnification provisions, and provisions regarding limitation of liability set forth above are for the benefit of Vanderbilt and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law rules or principles. You agree that Davidson County, Tennessee shall be the sole and exclusive venue for any legal action or proceeding between Vanderbilt and you for any purpose concerning this Terms of Use or the TNBCtype website. Any cause of action or

claim you may have with respect to the use of the TNBCtype website or this Terms of Use must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the TNBCtype web site.

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Waiver

If Vanderbilt does not exercise or enforce any particular right or provision in these Terms, Vanderbilt does not waive that right or provision. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by a signed writing. No single waiver shall be considered a continuing or permanent waiver.

Changes to Terms of Use

Vanderbilt reserves the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use on the TNBCtype website. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. All Terms of Use are automatically effective as soon as they are posted. Vanderbilt reserves the right to transfer the TNBCtype website and to assign its rights and delegate its duties hereunder to any other person without your approval or consent.