NATIONAL KIDNEY FOUNDATION WEBSITE TERMS OF USE

Last Updated: August 30, 2022

National Kidney Foundation Inc. ("NKF", “we”, “our,” or “us”) makes its website (https://www.kidney.org/) ("Website") available for your use subject to these Terms of Use ("Terms"). Please read these Terms carefully. By downloading, accessing, using any portions of our Website, clicking on the “I accept” button, or completing the registration to obtain an user account to access any password protected portions of our Website, you represent that you have read, understand, and agree to be bound by these Terms. The term “you” refers to visitor of publicity available portion of our Website and Registered Users (as defined below). If you do not agree to be bound by these Terms, you may not access or use our Website. Certain portion of the Website may have additional terms and conditions. When these portions are used, you agree to be further bound by the associated additional terms and conditions.

IMPORTANT NOTICE: YOUR USE, DOWNLOAD, AND/OR RECEIVING OF ANY OF OUR WEBSITE IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 12, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, UNLESS PROHIBITED BY LAW OR YOU EXPRESSLY OPT OUT OF ARBITRATION AS DESCRIBED IN THAT SECTION.

1. User Eligibility

By using or otherwise accessing our Website, you hereby represent and warrant to us that you:

- are over the age of majority in your jurisdiction or otherwise have the power and authority to enter into and perform your obligations under these Terms, including, if you are below the age of 18, but between 13 and 18 years of age, you have consent of a parent or guardian to access and use the Website;

- all information provided by you is truthful, accurate and complete; and

- will comply with the terms and conditions of these Terms and any other agreement to which you are subject to that is related to your use of the Website or any part thereof. You may not use our Website if you are prohibited, either by the laws of the United States of America or any other country, from accessing the Website or receiving any services via our Website.

2. User Account

If you successfully register with our Website, you will be considered a “Registered User” of and will have a “User Account” for the Service. You agree that you will only provide true and accurate information on any registration or application forms, which is not false, misleading or otherwise an impersonation of any person or entity. Except as expressly provided in these Terms, you shall not allow any other individual or entity to access and/or use your User Account. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. If, notwithstanding the foregoing obligation, you allow another party to use your username and/or password to access your User Account, you will be responsible for all use by the party using such account. You agree to (a) immediately notify NKF of any unauthorized
use of your password or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

3. **License to Use Website and Content**

3.1 **Site Content.** Our Website may contain text, forms, questionnaires, software, images, photographs, graphics, audio, video, applications, user interfaces, visual interfaces, logos, designs, data, and other information (“Content”) which are derived in whole or in part from information and materials supplied by us and other sources, and are protected by copyright, trademark, patent, and other applicable laws. Our Content does not include your data. Our Website and its Content (excluding your data) is copyrighted as a collective work under United States copyright laws, and are protected by other laws. Trademarks, logos, and service marks displayed on our Website are registered and/or unregistered trademarks of NKF, its licensors or content providers, or other third parties. You acknowledge that NKF is the exclusive owner of the Website. Any unauthorized use of our intellectual property, including our marks, our copyrighted material, and our trademark, is strictly prohibited and may be prosecuted to the fullest extent of the law.

3.2 **License for Non-commercial Use.** On the condition that you comply with all your obligations under these Terms, we hereby grant you a limited, non-exclusive, revocable, non-assignable, non-transferable authorization to view and use our Website and any Content hereon for your personal information and non-commercial use. Except as expressly permitted, you may not modify, copy, reproduce, republish, upload, post, transmit, hyperlink from, or distribute in any way Content from this Website, including code and software underlying this Website, nor may you sell, transfer, or otherwise use the Website in commerce or for any public or commercial endeavor without our prior and express written consent. Nothing in these Terms is intended to, or may be construed as, conferring by implication, estoppel or otherwise, any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of NKF or any third party, except as expressly provided in the Terms. You agree not to remove, obscure, or modify any trademark legend or copyright notice, author attribution, or other notice placed on or contained within any of Content. All rights not otherwise expressly granted by the Terms are reserved by us.

3.3 **Content Permissions.** If you are interested in using our Content (including our trademarks, logo and copyrighted materials), please fill out our request form to obtain a prior written permission. Content licensed under this section may not be used for any personal or commercial use, or in any way that would be likely to create confusion as to whether NKF is endorsing or sponsoring the usage. Content may not be modified or changed in any way other than approved by NKF. By using Content, you acknowledge and agree to these terms, then current trademark use guidelines including NKF’s Style Guide, and to all other applicable terms and conditions associated with this Website.

3.4 **Linking to Our Website.** When linking to our Website, you understand and agree that: (i) you may not state or imply that NKF is endorsing you and/or any of the products or services that you or your organization provides; (ii) you must clearly and truthfully communicate to the public that you are one of the persons or organizations permitted to link to our Website by stating your relationship with NKF (e.g., a donor, official sponsor or partner, etc.); (iii) without an express written consent of NKF obtained in accordance to Section 3.3, you may not copy, reproduce,
4. Acceptable User Conducts

4.1 Prohibited Conducts. You agree that you will not (and will not permit any third party to), under any circumstances:

- use our Website for any illegal or unauthorized purpose;
- use our Website for any purpose that may be deemed by us to be threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, explicit or otherwise in violation of these Terms;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of our Website;
- copy, modify, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Website is based;
- use any Website or Content in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party;
- impersonate any person or entity; collect or store personal data about other users without permission; or disclose private or proprietary information that you do not have the right to disclose;
- solicit information from another user in furtherance of identity theft or another unlawful purpose;
- frame or otherwise simulate the appearance or functions of the Website or any portion thereof;
- modify, copy, sell, resell, rent, lease, loan, sublicense, redistribute, or create any derivative work of, any portion of our Website, including any Content included on our Website;
- use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on our Website, deep-link to any feature or content on our Website, bypass, circumvent, disable or otherwise interfere with our robot exclusion headers or other similar measures; or
- use our Website for any purpose that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling.
4.2 Violations. Although we do not generally monitor user activity occurring in connection with our Website, if we become aware of any possible violations by you of any provision of these Terms, NKF reserves the right to investigate such violations, and we may, at its sole discretion, immediately terminate your license to use our Website, without prior notice to you or anyone else.

5. Privacy

The NKF Web Site Privacy Policy available at this link describes how we collect and use personal information about you through the Website, and is incorporated in these Terms by this reference. NKF and its third party service providers may use your personal information to provide Website to you and on an aggregated or anonymized basis for other purposes, including to improve our Website and Content during or after the term.

6. User Materials and Feedback

Content, information, images, data and other materials posted or provided by users via our Website (collectively, “User Materials”) are the intellectual property of the specific users of our Website who post such User Materials. You are solely responsible for (a) User Materials, including the accuracy and completeness thereof, and (b) obtaining and documenting any waivers or consents from any third parties required for NKF (and its third party contractors or processors) to perform its obligations and receive, process, transmit, and display User Materials as contemplated under these Terms. By your submission, posting or delivering of User Materials to us, you hereby grant to us a transferable, non-exclusive, worldwide, perpetual, royalty-free license to access, use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense, and create derivative works and compilations incorporating your User Materials. We will use commercially reasonable efforts to comply with our privacy related obligations under our Privacy Policy with respect to such User Materials, and you represent and warrant that you have the right to make that User Materials available to us.

You agree that submission of any ideas, suggestions, documents, and/or proposals to NKF through its suggestion, feedback, contact us, or other similar pages on our Website, or our Facebook or other social media pages (“Feedback”) is at your own risk and that NKF has no obligation (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to NKF a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation, maintenance and improvement of our Website.

We respect the intellectual property rights of others. If you believe that any Content of our Website may infringe your copyrights or other intellectual property rights, please provide NKF the written information specified below. Please note that this procedure is exclusively for notifying NKF if you believe that your intellectual property rights have been infringed.
• An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
• A description of the intellectual property right that you claim has been infringed;
• A description of where the material that you claim is infringing is located on our Site;
• Your address, telephone number, and e-mail address;
• A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
• A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner’s behalf.

NKF’s representative for notice of claims of copyright infringement or other intellectual property infringement on our Website can be reached as follows:

National Kidney Foundation Inc.
30 East 33rd Street
New York, NY 10016
compliance@kidney.org

7. Disclaimers

7.1 General. All material on this Website undergoes review to ensure fair balance, objectivity, independence, and relevance. The editors of the material herein have consulted sources believed to be reliable in their efforts to provide information that is complete and in accord with the standards accepted at the time of posting. However, neither the NKF nor any other party involved in the preparation of this work, warrants that the information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such. Readers are encouraged to confirm the information contained herein with other sources. Patients and consumers reading articles posted on this Website should review the information carefully with their professional health care provider. The information is not intended to replace medical advice offered by physicians. To the maximum extent permitted by law, our Website are provided “as is” and “as available”, and at your sole risk. The NKF is not liable, under any circumstances, for any losses or damages from the use of the Content of this Website. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. Without limitation, we make no warranty that our Website will meet your requirements, that use of the foregoing will be uninterrupted, timely, secure, or error-free, that defects in the operation or functionality and any content or information found on our Website will be accurate or reliable, that defects in the operation or functionality of our Website will be corrected, virus-free, or that the quality of information, content, or other materials obtained through our Website will meet your expectations. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you. NKF will not assess and charge for any calls or texts associated with your use of the Website, but standard message charges or other charged from your wireless carrier may apply.
7.2 **Not Legal Advice.** We are not lawyers and do not provide any type of legal or other advice. No attorney-client relationship is formed between you and NKF. Any communication, information or recommendation that comes to you or from an attorney or law firm through NKF is from that individual law firm or attorney and not NKF.

7.3 **Not for Medical Use.** Our services are not intended as a substitute for, nor do our Website or Content replace, recommend, or endorse professional medical advice, diagnosis, or treatment. Nothing stated, posted, linked, or available through our Website is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care. No licensed medical professional/patient relationship is created by using our Website and services. NKF and any other parties make no representations or warranties with respect to any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through this Website or any links that may be contained herein.

7.4 **System Unavailability.** There may be times when our Website is unavailable due to technical errors or network outages or for maintenance and support activities. We do not represent, warrant, or guarantee that the Website will always be available or completely free of human or technological errors.

7.5 **Errors.** Our Website and Content may contain typographical mistakes, inaccuracies, or omissions and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning errors, omissions, delays, or defects in the Website or Content or any information supplied to you via the Website, or that files available through the Website are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

7.6 **Compatibility.** You must provide the equipment and Internet connections necessary to access the Website at your own expense. We do not guarantee that the Website will operate with your computer, tablet, mobile device, network, installed software, internet or mobile carrier service plans, or with any particular computer or other piece of hardware, software, equipment, or device you install on or use with your computer.

8. **Limitation of Liability**

8.1 **DISCLAIMER OF CERTAIN DAMAGES.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NKF AND ITS AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, PARTNERS AND LICENSORS (“NKF PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT NKF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM ANY WEBSITE, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE OUR WEBSITE
OR CONTENT; OR (2) ANY OTHER MATTER RELATED TO OUR WEBSITE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

8.2 **CAP ON LIABILITY.** UNDER NO CIRCUMSTANCES WILL NKF PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR MORE THAN THE AMOUNT RECEIVED BY NKF AS A RESULT OF YOUR USE OF OUR WEBSITE. IF YOU HAVE NOT PAID NKF ANY AMOUNTS, NKF’S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS ($50 USD).

8.3 **EXCEPTION.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND NKF’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. **Release and Indemnification**

9.1 **Release.** You agree to release NKF Parties from any and all liability and obligations whatsoever in connection with or arising from your use of the Website or Content. If at any time you are not satisfied with the Website or object to any Content or other material within or on the Website, your sole and exclusive remedy is to immediately stop using and otherwise accessing the Website.

9.2 **Indemnification.** You agree to indemnify and hold NKF Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees, disbursements and court costs) arising from or in connection with: (i) the use or inability to use our Website or any Content; (ii) your breach or violation of these Terms or any other guidelines or agreements referenced in these Terms; (iii) any information you provide to NKF (including any information your provide to us as part of your registration, application, Feedback or User Materials); (iv) your link to, or inability to link to, the Website or Content; (iv) your violation of any rights of any third party, including privacy and intellectual property rights.

9.3 **Release by California Residents.** If you are a California resident or could otherwise claim the protections of California law, you further expressly waive the provisions of section 1542 of the California civil code, which reads as follows: “A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.” You acknowledge that you have read and understand section 1542 of the California civil code, and you hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to your release of any claims you may have against NKF.
10. Third-Party Website & Content

As an accommodation to you and our other visitors, our Website may contain links to third party websites, advertisers, applications, special offers or other events or activities (collectively, “Third-Party Website”) that are not owned or controlled by NKF. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any Third-Party Website, nor do we endorse such Website. NKF does not endorse, support, sanction, encourage, verify, or necessarily agree with the comments, opinions, or statements of third parties displayed on or transmitted via Third-Party Website. If you access a Third-Party Website in the course of using the Website, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such Third-Party Website. You expressly relieve NKF Parties from any and all liability arising from your use of any Third-Party Website or Third Party-owned content. NKF does not endorse, support, sanction, encourage, verify, or necessarily agree with the comments, opinions, or statements of third parties displayed on or transmitted via our Website (“Third-Party Content”). Any Third-Party Content placed on the Website is the view and responsibility of those who post those comments, opinions, or statements, and does not necessarily represent the views of NKF. NKF does not endorse any specific commercial product mentioned on this Website.

11. Suspension; Modification; Termination

We may, from time to time and at our sole discretion, discontinue or alter all parts or any aspect of the Website, remove Content, or restrict the time the Website available. You acknowledge and agree that we may, under certain circumstances, immediately suspend and/or terminate your access to the Website or any part thereof, including, without limitation, for the following reasons: (a) your or another user’s breach or violation of these Terms or other agreements or guidelines referenced in these Terms; (b) our discontinuance or modification to the Website; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you or another user in fraudulent or illegal activities. You further agree that any such actions may be taken without notice to you, in our sole discretion, and without liability to you or any third party.

At any time and for any or no reason, NKF may add or remove features, products, webpages, or functionalities to our Website. We may also suspend or stop providing the Website altogether. We may also terminate or suspend your access to all or part of our Website, without notice, for any conduct that we, in our sole discretion, believe is disruptive to our Website (or other users) or is in violation of any applicable law or these Terms. We may not provide you with any notice beforehand when we take any of these actions. NKF shall in no way be held liable for any consequence which results from any decision to modify or discontinue providing the Website.

NKF may prohibit you from using or accessing the Website by placing a temporary hold or freeze on your account if we suspect you are violating these Terms. If no violation is found, we will remove the hold, and you may continue using the Website.
12. **Governing Law; Arbitration; Class-Action Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU AND NKF TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

The laws of the State of New York will govern these Terms, without giving effect to any principles of conflicts of laws. To the extent the parties are permitted under these Terms to initiate litigation in a court, you agree that any action arising out of these Terms or your use of the Website shall be brought in state or federal court in the state of New York and you consent to the jurisdiction of such courts.

For any dispute you have with any NKF Parties, you agree to first contact NKF and attempt to resolve the dispute with NKF informally. Unless resolved by mutual efforts of you and us, any disputes or claims that may arise out of or in connection with these Terms and for which either party shall seek equitable relief, all differences, disputes or claims arising in connection with these Terms or any transaction or occurrence contemplated hereby shall be finally settled under the Commercial Rules of the American Arbitration Association in the state of New York, by one or more arbitrators appointed in accordance with such rules, except that no punitive damages may be awarded. It is understood that the decision in such arbitration shall be binding on both parties, that the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees and that a judgment upon any award rendered may be entered in any court having jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from a court for matters related to data security, intellectual property or unauthorized access to or use of the Website. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY IN ARBITRATION, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS NKF AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NKF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

13. **Updates to These Terms**

We reserve the right to modify these Terms at any time, effective upon posting. You can tell when changes have been made to these Terms by referring to the “Last Updated” legend on top of this page. We will provide you with advance notice of a major change. For example, we may: (i) require that you reaccept the updated version of these Terms; (ii) send you an electronic notification advising of the update to these Terms; or (iii) include a notice on the Website. We do not ordinarily provide advance notice of a minor change.

We encourage you to check these Terms every time you visit the Website. Your continued use of our Website and/or utilization of any Website benefits after these Terms have been updated (and after advance notice for a major change) indicates your agreement and acceptance of the updated version of these Terms.
14. **General**

14.1 **Consent To Do Business Electronically.** We use and rely upon electronic records and electronic signatures for the execution and delivery of these Terms and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with these Terms and in performing our obligations and exercising our rights under these Terms. Neither you nor NKF will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

14.2 **Electronic Communications.** The communications between you and NKF may take place via electronic means including SMS text, whether you visit NKF Properties or send NKF e-mails, or whether NKF posts notices on NKF Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from NKF in an electronic form such as SMS text, calls, and push notifications; (b) agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems; and (c) agree that all terms and conditions, agreements, notices, disclosures, and other communications that NKF provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. If you need assistance regarding conducting electronic communications with the NKF, you may reach out to 800.622.9010 or info@kidney.org. The frequency with which NKF conducts electronic communications, such as message frequency, may vary.

14.3 **OPT-OUT OF ELECTRONIC COMMUNICATIONS.** IF YOU WISH TO OPT OUT OF EMAILS, YOU CAN UNSUBSCRIBE FROM OUR EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE EMAIL ITSELF. IF YOU WISH TO OPT OUT OF TEXTS, YOU MAY TEXT “STOP” TO [_____] FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE TEXTS OR CALLS AS A CONDITION OF USING THE COMPANY PROPERTIES OR RELATED SERVICES. YOU CAN RECEIVE ADDITIONAL INFORMATION REGARDING TEXTS OR CALLS BY TEXTING “HELP” TO [____].

14.4 **Supported Carriers List.** Supported carriers will not be liable for delayed or undelivered messages. Supported carriers for certain electronic communications include the following:

- AT&T
- Sprint
- T-Mobile®
14.5 **Term and Termination.** These Terms are effective unless and until terminated by NKF or you. NKF may, in its sole discretion, terminate your use of the Website or any part thereof if you fail to comply with any term of provision of these Terms. You may terminate these Terms at any time by discontinuing all use of the Website. Termination or cancellation of these Terms shall not affect any right or relief to which either NKF or you may be entitled at law or in equity. Upon termination, you must terminate all use of the Website and destroy all materials, including any Content, obtained using the Website and all copies thereof.

14.6 **Access from Outside of the United States.** Our Website and the Content is hosted in the United States and is governed by the laws of the United States. Our products and Website, and other Content on our Website, are only directed at those located within the United States. If you are using our Website from outside the United States, please be aware that your information may be transferred to, stored and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Website in any way, you hereby consent to the transfer of your data and information to, and the storage and processing of such data and information in, the United States of America.

14.7 **Assignment.** You may not assign or otherwise transfer these Terms or any rights or obligations hereunder without NKF’s prior, written consent. Any assignment in violation of this Section is null and void.

14.8 **Entire Agreement/Severability.** These Terms, together with the Privacy Policy, any amendments and any additional agreement you may enter into with NKF in connection with the Website, shall constitute the entire agreement between you and NKF concerning the Website and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and NKF with respect to such subject matter. If any portion of these Terms is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

14.9 **Force Majeure.** NKF shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials, telecommunications, or utilities.

14.10 **No Waiver.** No waiver of any term in these Terms shall be deemed a further or continuing waiver of such term or any other term, and NKF’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

14.11 **Section Headings.** The section headings appearing in these Terms have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
14.12 **Survival of Certain Provisions.** Those provisions outlined here that normally would survive after you cease using the Website and Content and all provision indicating an ongoing obligation, which include but are not limited to Section 7 (Disclaimers); Section 8 (Limitation of Liability); Section 9 (Release and Indemnification); Section 12 (Governing Law; Arbitration; Class-Action Waiver) and Section 14 (General), shall survive any termination or expiration of these Terms, but shall not imply or create any continued right to use the Service after the termination of these Terms.

14.13 **Contact Us.** NKF welcomes your questions or comments regarding these Terms. If you would like more information please contact us. For questions about financial and/or compliance matters, please email us at compliance@kidney.org.