

WIRB Connexus™ User Agreement

This user agreement ("Agreement") governs your use of Western Institutional Review Board, Inc.'s (along with its affiliates, collectively "WIRB") website (the "Website"), and by signing below, you agree to comply with all of the terms and conditions of this Agreement. You agree that you and each of your designees will provide WIRB with all additional information requested or required for WIRB to perform its duties as described herein.

License

WIRB hereby grants to you a nonexclusive, nontransferable, non-assignable, license to use the Website and the materials contained therein for your internal business purposes pertaining to your use of WIRB's provision of IRB services.

Prohibited Use

Neither you nor any of your designees will submit any document or comment, or otherwise use the Website in any manner that (i) is not in compliance with good clinical practices; (ii) is not in compliance with all applicable laws, rules and regulations; (iii) in WIRB's discretion, is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iv) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark patent, confidentiality, publicity or any other proprietary right; or (v) constitutes or contains false or misleading indications of origin or statements of fact. You will not use the Website for illegal purposes, or to interfere with or disrupt other network users, network services, or network equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and virus, and using the network to make unauthorized entry to any other machine accessible via the network.

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Disclaimer of Warranties

WIRB DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WIRB PROVIDES THE WEBSITE STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS GUARANTEE OR ASSURANCE OF QUALITY, RELIABILITY, AVAILABILITY, OR FUNCTIONALITY. WIRB DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREON WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOU ACCEPT ALL RISK, INCLUDING ALL RISK WITH RESPECT TO SUITABILITY, USE AND PERFORMANCE OF WEBSITE.

WIRB at its sole discretion may suspend or cancel your access to the Website or any part of the Website with thirty (30) days written notice to you. WIRB at its sole discretion may immediately suspend or cancel the Website or any part of thereof without notice if it feels that its network, assets, or clientele are in jeopardy, WIRB reserves the right to immediately disable any account found in violation of this Agreement and to take appropriate action for any such violations deemed necessary by WIRB, in its sole discretion.

Limitation of Liability

NEITHER WIRB NOR ITS AFFILIATES OR VENDORS SHALL BE LIABLE FOR ANY DAMAGE THAT CUSTOMER MAY SUFFER ARISING OUT OF USE, OR INABILITY TO USE, THE WEBSITE. YOU AGREE THAT THE SOLE REMEDY FOR YOUR INABILITY TO ACCESS THE WEBSITE FOR ANY REASON, WILL BE TO REQUEST THAT

WIRB PROVIDE YOU WITH COPIES OF WIRB DOCUMENTS AND MATERIALS; WIRB WILL USE COMMERCIALY REASONABLE EFFORTS TO FULFILL SUCH REQUEST. IN NO EVENT WILL WIRB, ITS AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Other Users

At your request, certain of your employees, agents or contractors may be given access to the Website site, and you will be responsible for all acts and omissions for all such persons.

Changed Terms to the Agreement

WIRB may change or add terms to this Agreement from time-to-time, at our sole discretion.

Changes to the Website

WIRB reserves the right to modify, change, suspend or discontinue any or all aspects of the Website at any time at it sole discretion without notice or liability.

Governing Law; Venue

This agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions, and the state and federal courts with jurisdiction in Thurston County, Washington will serve as the exclusive venue for jurisdiction for any disputes arising hereunder.