

Terms of Use

Cure NDD — Consortium for Understanding, Research, and Education in X-linked Neurodevelopmental Disorders, doing business as "Cure NDD." Cure NDD will be referred to as such throughout these Terms.

Effective Date: August 1, 2026

These Terms of Use ("Terms") constitute a legal agreement between you ("you" or "User") and Cure NDD. These Terms govern your access to and use of the Cure NDD website located at curendd.org (the "Site"), including any content, functionality, and services offered through it (collectively, the "Services"). By using the Site, you accept and agree to be bound by these Terms and our Privacy Policy. If you do not agree, you may not access or use the Site.

1. Purpose and Disclaimer

The Site is intended to provide information about X-linked neurodevelopmental disorders ("X-linked NDDs"), research, and advocacy activities. Cure NDD does not provide clinical care, medical advice, diagnosis, or treatment, and no doctor-patient or other clinical provider relationship is created between you and Cure NDD through your use of the Site. The Site's content is for informational and educational purposes only and should not be used as a substitute for professional medical consultation, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition. Cure NDD does not endorse or recommend any specific treatments, physicians, tests, or products mentioned on the Site.

Cure NDD is not a "covered entity" under HIPAA. If you or your family choose to participate in a clinical trial or research study that we sponsor, conduct, or facilitate, that participation is governed separately by a study-specific informed consent (and, for pediatric participants, a parental permission form and, where appropriate, the child's own assent), as described in our Privacy Policy, and not by these Terms alone.

2. Who May Use the Site

The Site is intended for general audiences, including patients, family members, caregivers, researchers, clinicians, and members of the public interested in X-linked

NDDs. If you are under the age of 18, you may browse the Site's general informational content, but you should do so with the involvement of a parent or guardian, and you may not register for an account, apply for membership, or submit personal information without the involvement and consent of a parent or guardian. Parents and guardians may use the Site and participate in Cure NDD programs on behalf of a minor child, consistent with our Privacy Policy.

3. Your Content

You may submit information to us, such as registration details, survey responses, or optional health-related information ("Your Content"). You retain ownership of Your Content. By submitting Your Content, you grant Cure NDD a non-exclusive, worldwide, royalty-free license to use, store, and process Your Content solely to operate the Site, administer our programs, and support our research and education mission, consistent with our Privacy Policy. We will not sell Your Content.

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5. No Warranties

THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CURE NDD DOES NOT GUARANTEE THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR ITS SERVER ARE FREE FROM VIRUSES OR HARMFUL COMPONENTS, OR THAT INFORMATION ON THE SITE IS CURRENT, ACCURATE, OR COMPLETE.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CURE NDD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF — OR INABILITY TO USE — THE SITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Links to Third-Party Websites

The Site may contain links to third-party websites that are not owned or controlled by Cure NDD. These links are provided for convenience only and do not imply endorsement. Cure NDD is not responsible for the content, policies, or practices of third-party sites.

8. Prohibited Uses

You agree not to use the Site:

- For any unlawful purpose;
- To violate any applicable local, state, national, or international law;
- To infringe upon the intellectual property rights of others;
- To upload or transmit viruses, malware, or other harmful code; or
- To interfere with the security, functionality, or operation of the Site.

9. Indemnification

You agree to indemnify, defend, and hold harmless Cure NDD, its affiliates, officers, directors, employees, and volunteers from any claims, damages, losses, liabilities, costs, or expenses (including attorney fees) arising from your use of the Site or violation of these Terms.

10. International Access

Cure NDD is a United States-based organization, and these Terms are written for a United States audience. We do not direct, market, or target the Site to individuals in the European Economic Area, the United Kingdom, Switzerland, or any other jurisdiction outside the United States, and the Site is not intended for use by residents of those regions. The Site may nonetheless be technically accessible from other countries. If you choose to access the Site from outside the United States, you do so on your own

initiative and at your own discretion, and you are responsible for compliance with the laws applicable to you in your location. We do not represent that the Site is appropriate, compliant with local law, or available for use in every jurisdiction, and we reserve the right to limit or discontinue availability of the Site, in whole or in part, to any person, region, or jurisdiction at any time.

11. California Residents

If you are a California resident, under Cal. Civ. Code § 1789.3 you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Under California's "Shine the Light" law (Cal. Civ. Code § 1798.83), California residents may request information about our disclosure of personal information to third parties for their own direct marketing purposes; we do not make such disclosures.

12. Changes to the Terms or Site

Cure NDD reserves the right to modify or discontinue any part of the Site at any time without notice. We may also update these Terms periodically. Your continued use of the Site after any modifications indicates acceptance of the revised Terms.

13. Governing Law and Jurisdiction

These Terms are governed by and construed under the laws of the State of California, without regard to conflict of law principles. Any legal action or proceeding arising under these Terms shall be brought exclusively in the state or federal courts located in San Francisco County, California, and you consent to the jurisdiction of such courts.

14. Severability and Waiver

If any provision of these Terms is held invalid, the remaining provisions will continue in full force and effect. Failure by Cure NDD to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

15. Contact Information

If you have questions or concerns about these Terms, please contact us via:
info@curendd.org