

Cure NDD – Terms of Use

Effective Date: 2025

These Terms of Use (“Terms”) constitute a legal agreement between you (“you” or “User”) and **Cure NDD – Consortium for Understanding, Research, and Education in X-linked Neurodevelopmental Disorders** (“Cure NDD,” “we,” “us,” or “our”). These Terms govern your access to and use of the Cure NDD website located at [www.curendd.org] (the “Site”), including any content, functionality, and services offered through it.

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 medical advice.** 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.

2. Intellectual Property Rights

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3. No Warranties

The Site and its Content are provided on an “AS IS” and “AS AVAILABLE” basis 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;
 - defects will be corrected;
 - the Site or its server are free from viruses or harmful components; or
 - information on the Site is current, accurate, or complete.
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4. 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.

5. 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.

6. 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 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.
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7. 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.

8. 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.

9. 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.

10. 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.

11. Contact Information

If you have questions or concerns about these Terms, please contact us via <https://www.curendd.org/contact-us>