

Website Terms of Use

I. Agreement to Terms as Condition of Use

Welcome to Association for Glycogen Storage Disease website. These Website Terms of Use (“Terms”) explain the terms and conditions for using the website (“Site”) for Association for Glycogen Storage Disease (“AGSD”, “us”, “we”) on or after February 10, 2022. These Terms apply to all information on the Site, whether developed or posted by us or by other users, including text, graphics, informational materials, surveys, audio, or other content in any form or medium (“Content”). Please read the Terms in full prior to using the Site.

By continuing to use the Site, you acknowledge that you have read and understand these Terms in full and agree to abide by them. If you do not agree to the Terms, please exit the website.

This Site is intended for use for adults over age 18. Users under the age of 18 should get the assistance of a parent or guardian to use this site. AGSD does not knowingly collect, use, or disclose personal information from children under the age of 13. Parents/guardians are responsible for any information they may release about their minor children. If we learn we have unknowingly collected personal information from a child under age 13, we will make reasonable efforts to delete such information from our records.

This Site is owned and operated by AGSD; a 501(c)(3) charitable organization organized under the laws of the State of Iowa. AGSD reserves all rights to the Site and Content except those we specifically give to you in these Terms.

II. No Medical Advice

AGSD’s goal is to provide trusted and current information about Glycogen Storage Disease to assist patients in making informed decisions about their own medical care. You understand and agree that the Content on the Site is not intended (or implied) to be a substitute for professional medical advice from your personal health care providers. You understand that you should always seek the advice of your physician prior to starting any new treatment or to ask questions you have regarding medical conditions. You agree to not use anything in this Site for medical diagnosis and/or treatment. You also understand that you should listen to the advice of your medical providers and should not delay in seeking treatment or change your treatment based on the Content of this Site. You should consult with your own physician to discuss your individual situation and to determine an appropriate treatment plan for you.

III. Compliance with Applicable Law

You agree to use the Site and Content in compliance with all applicable laws and only for lawful purposes.

IV. Changes in Terms of Use

We may change these Terms at any time. Changes will be posted to the Site and will be effective immediately. We will update the date of the Terms when changes are made. We encourage you to

review these Terms frequently, so you are aware of any changes. We may also terminate all or a portion of these Terms, our Site, or any Content without prior notice or liability to you.

V. Representation and Warranty

By using the Site, you represent and warrant that you have the authority and legal capacity to agree to these Terms. You acknowledge that your decision to use this Site does not violate any applicable laws, regulations, or ordinances. If you submit any information or Content to this Site, you agree to provide accurate and truthful information to us, and you will not misrepresent yourself or your condition while using the Site.

VI. Use of Personal Information

By visiting the Site, you understand that personal information about you will be collected and used by us or our affiliates. Any collection and use of this information is governed by our Privacy Policy, which is found on the Site.

VII. Ownership of Content and Digital Millennium Copyright Act (“DMCA”) Policy

We own or have a valid license to use all Content of the Site. Neither you nor anyone else has any right, title, or interest in and to the Content by visiting or using the Site. Any other use of the Content is prohibited without our prior written consent and may violate Federal or State law.

You agree to respect the intellectual rights of us and others by abiding by all copyright and trademark laws. You may not modify, transmit, sell, or create derivative works of the Content, except with our approval or the approval of the copyright owner.

You are only authorized to view and use the Content on the Site for your personal, non-commercial use. Any other use of the Content is prohibited, except with our prior written approval. You may print copies of the Content for your personal use, but you agree to not remove any copyright or trademark notices in any Content. You may not keep electronic copies of a significant portion of the Site’s Content.

We respect the intellectual property of others and expect you and all users of the Site to do the same. Under the Digital Millennium Copyright Act (“DMCA”), if you believe your copyrighted work has been used or copied in a way that is copyright infringement, you must provide us with the following information within your notice of the alleged infringement:

- An electronic or physical signature of a person who can identify the copyrighted work and act on behalf of the copyright owner, such as the owner or its representative
- Identification of the copyrighted work and the alleged infringing material
- Information we may need to contact you, such as an address, phone number, and/or e-mail address
- A statement that you have a good faith belief that the copyright owner did not authorize the use of the material in the way it is being used on the Site; and
- A certification that the content of the notice is accurate and, under penalty of perjury, that the person submitting it is authorized to act on behalf of the copyright owner

This information must be submitted in writing to:
Association for Glycogen Storage Disease
Attn: Board of Directors
1542 Flammang Drive PMB 1004
Waterloo Iowa 50702

This is not legal advice. For further details on the information required for valid DMCA notifications, please see 17 U.S.C. 512(c)(3).

VIII. Links to Other Sites

This Site and Content may have links to websites owned or operated by third parties. Any such links are provided for your convenience and reference only and not because we endorse the content of anyone else's website. We do not guarantee that materials and information on other websites are accurate, particularly if these websites were provided by other users.

IX. No Warranties and Limitation of Liability

The Content of the Site is provided on an "as is" and "as available" basis without warranties of any kind, express and/or implied, including, but not limited to non-infringement or fitness for a particular purpose. AGSD does not represent or warrant that use of the Site will be uninterrupted or the Site will be error-free.

If you are unhappy with the Site or Content, you understand that your only remedy is to stop using or reviewing the Site or the Content. You are responsible for determining the accuracy and usefulness of the Content, and you understand that we are not responsible for any loss or damage caused by your reliance on information contained in the Content of the Site.

Because of this, we will not be legally liable for any direct, indirect, incidental, special, punitive or any other damages or losses resulting from your use of (or inability to use) the Site, or any losses that result from mistakes, deletion of information, omissions, interruptions, errors, defects, delays in operation or transmission, or failure of performance of the Site or any Content, whether based in tort, contract, or other legal basis.

X. Indemnification and Hold Harmless

By using this Site, you agree to indemnify and hold AGSD and its directors, officers, employees, agents and affiliates from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of your use of this Site, including, but not limited to, your violation of these Terms.

XI. Governing Law and Statute of Limitation

The laws of the state of Iowa, United States of America, govern these Terms and any claim or cause of action arising under or relating to your use of the Site, without reference to choice of law principles. You agree that any dispute with us or that relates to your use of the Site or Content will be brought only in the State or Federal courts of the State of Iowa, U.S.A. You consent to the personal jurisdiction of these courts in connection with any such disputes.

Before you take any legal action for any harm you believe you have suffered related to the Site or Content, you agree to notify us in writing and give us thirty (30) calendar days to cure the harm. You agree that you must take legal action within one (1) calendar year after the claim has arisen or you will be barred from seeking any legal recourse. This does not supersede your other legal rights under Federal or State law that is unrelated to your use of the Site or Content.

XII. Severability and Entire Agreement

These Terms represent the entire agreement between us and you regarding your use of the Site and Content. If any portion of these Terms is considered illegal, invalid, or unenforceable, that portion will be interpreted to, as best as possible, reflect the intent of both parties, or removed from these Terms if this is not possible, and the remainder of these Terms will continue in full force and effect.

XIII. Questions

If you have questions or comments, or you would like to notify us of an error in Content or a suspected violation of the Terms, please contact us at [info\[at\]agsdus.org](mailto:info[at]agsdus.org).