Quartzy Terms of Use Last Revision: January 10, 2011

1. Your Acceptance of Terms of Use

Welcome to Quartzy, a networking site for life-scientists that connects you to other scientists and provides tools enabling you to be more efficient in your lab. The functions of the Quartzy web site(s) ("Site") and network include communication, networking, laboratory management and organization, and preparation and packaging of reports, including analytics concerning Site and network usage, content and advertising (collectively, the "Service"). By accessing or using the Service, you signify that you have read, understand and agree to be bound by (1) these Terms of Use ("Terms") and (2) the Quartzy Privacy Policy, whether or not you are a registered member of Quartzy.

We reserve the right, at our sole discretion, to modify the Terms at any time. If we do so, we will post the changes to the Terms on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service after any such changes constitutes your acceptance of the modified Terms. If you do not agree to abide by the Terms, do not use or access (or continue to use or access) the Service. It is your responsibility to regularly check for changes to these Terms and to review such changes. Nothing in these Terms shall be deemed to confer any third-party rights or benefits to you.

2. Quartzy Privacy Policy

The terms and conditions of Quartzy's Privacy Policy, apply to your use of the Service and are incorporated by reference into these Terms of Use. Your acceptance of the Terms indicates your acceptance of the Quartzy's Privacy Policy. Quartzy will not be liable to you for any damages, including, without limitation, indirect, special, incidental, or consequential damages, that may result from any violation of the Privacy Policy.

3. Eligibility

Membership in the Service is void where prohibited. The Service is intended solely for research scientists in the life-sciences who are eighteen (18) years of age or older. By using the Service, you represent and warrant that you are 18 years or older, and that you agree to abide by all of the terms and conditions of these Terms and the Quartzy Privacy Policy.

4. Registration Data; Account Security

When you use the Service, you agree to

1. provide accurate, current and complete information about you as may be prompted by any registration forms on the Service ("Registration Data");
2. maintain the security of your password and identification;
3. maintain and promptly update your Registration Data, and any other information you provide to Quartzy, to keep it accurate, current and complete; and
4. be fully responsible for all use of your account and for any actions that take place using your account. You must notify Quartzy immediately of any breach of security or unauthorized use of your account by contacting us at admin@quartzy.com. Quartzy is not liable for any losses

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7/18/2014
caused by any unauthorized use of your account. You may be responsible for losses incurred by Quartzy or others due to such unauthorized use.

5. Quartzy Web Site and Service Content

The following Terms govern the content of the Quartzy Service

1. **Content that you post.** You are solely responsible for all information, including but not limited to, photos, profiles (including your name, image, and likeness), messages, notes, text, information, audio, video (collectively "User Content") that you upload, publish or display (hereinafter, "post") on or through the Service, or transmit to or share with other Members. You may not post, transmit, or share User Content on the Service that you did not create or that you do not have permission to post. You understand and agree that we may, but are not obligated to, review and delete or remove (without notice) any content in our sole discretion. You are solely responsible at your cost and expense for creating backup copies and replacing any User Content you post or store on or through the Service.

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

2. **Site Content.** All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, audio, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Quartzy, its Members or its licensors with all rights reserved.

You may not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, any Site Content without Quartzy's prior written permission. The foregoing does not apply to your own User Content that you legally post through the Service.

3. **Your license to Quartzy.** Quartzy does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content. However, Quartzy needs certain rights to and in User Content in order to make the Service available. Accordingly, you grant to Quartzy a non-exclusive, royalty-free, perpetual, world-wide, transferable license with the right to grant sublicenses through multiple tiers of sublicensees to publicly display, publicly perform, distribute, store, transcode, syndicate, broadcast, reproduce, edit, modify, create derivative works, and otherwise use and reuse your User Content (or any portions or derivative works thereof) in any manner, in any medium, for any purpose to the extent required to render or deliver the Service. This license enables Quartzy to provide the Service and provide access to User Content as you request in connection with the operation of the Service and is not intended to otherwise limit your rights to your User Content. Quartzy reserves the right to display advertisements in connection with User Content and to use User Content for advertising and promotional purposes.

You may remove your User Content from the Service at any time. If you choose to remove your User Content, you acknowledge that Quartzy may retain archived copies of that User Content.
4. **Lab and community pages.** If you choose to upload, post, display or otherwise make available User Content to our Lab or Community pages, you hereby grant each Member and User of the Service that has access to your Lab page or the Community pages a non-exclusive, royalty-free license to access your User Content through the Site, and to use and display such User Content as permitted through the functionality of the Site and under these Terms.

5. **Quartzy's license to you.** Provided that you are eligible for use of the Site, you are granted a limited, personal, non-exclusive, fully revocable, license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. **Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods.**

   Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

6. **Third party content.** The Site may contain or otherwise offer access to links to web sites ("Third Party Sites"), articles, photographs, text, graphics, pictures, designs, audio, sound, video, information, applications, software and other content or items belonging to or originating from third parties. Quartzy is not responsible for any Third Party Sites; the Quartzy Terms and Privacy Policy do not apply to Third Party Sites. If you decide to access Third Party Sites, you do so at your own risk and you should review the applicable terms and policies.

7. **Misuse of content.** Quartzy may restrict, suspend or terminate any Member or User's access to all or any part of the Site and/or Service at any time, for any or no reason, with our without notice and with no liability to Quartzy.

   Any use of the Service and/or the Site Content other than as specifically authorized herein, without the prior written permission of Quartzy, is strictly prohibited and will terminate the license granted by Quartzy herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes, for which you are solely responsible.

8. **No endorsement.** Quartzy does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Quartzy expressly disclaims any and all liability in connection with User Content. Furthermore Quartzy is not responsible for the accuracy, usefulness, safety, confidentiality or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Quartzy with respect thereto.

6. **Quartzy Code of Conduct:**

You agree not to use the Service or the Site to:
1. harvest or collect email addresses or other contact information of other Members from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
2. use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
3. use automated scripts to collect information from or otherwise interact with the Service or the Site;
4. upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
5. upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends, (ii) are taken by you or your friends, or (iii) are original art or animation created by you or your friends;
6. register for more than one Member account, register for a Member account on behalf of an individual other than yourself, or register for a Member account on behalf of any group or entity;
7. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
8. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
9. upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
10. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
11. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
12. intimidate or harass other Members;
13. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
14. use or attempt to use another's account, service or system without authorization from Quartzy, or create a false identity on the Service or the Site.
15. upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Quartzy, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Quartzy or its Members or Users to any harm or liability of any type.

7. Intellectual Property Rights:

The content on the Web site, except all User Submissions and Public Comments (as those terms are defined below), including without limitation the FAQs, newsletters, product information, software, scripts, interactive features, products, services and the like ("Web site Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Quartzy, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You in no way will obtain any ownership interest in the Web site Content or Marks contained on this Web site. Web site Content is provided to you "AS IS" for your information and personal or educational use only and may not be reproduced, distributed, transmitted, broadcast,
displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Quartzy reserves all rights not expressly granted in and to the Web site and the Web site Content. You agree to not engage in the use, copying, or distribution of any of the Web site Content other than as expressly permitted herein or as reasonably necessary to use the Web site for its intended purpose, including any use, copying, or distribution of Web site Content for any commercial purposes. If you download or print a copy of the Web site Content for personal or educational use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Web site or features that prevent or restrict use or copying of any Web site Content, User Submissions or Results or enforce limitations on use of the Web site or the Web site Content, User Submissions and Results therein.

8. The Health Insurance Portability and Accountability Act of 1996:

You specifically warrant that information disclosed in communications to the Site comply with all applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements for protecting medical privacy. Any disclosure of such information without prior patient approval shall be the sole responsibility of the User(s) or Member(s) who provided the information. It is the sole responsibility of the Users, Members, practitioners, researchers, healthcare professionals, and others who use the Service to ensure that HIPAA Privacy standards and requirements are met with regard to the authorized disclosure of personal, identifying, and/or demographic information about particular patients, research participants, clients, etc. Such responsibilities and duties are non-delegable and non-assignable.

9. Copyright Complaints

We respect the intellectual property rights of others and we prohibit Members or Users from uploading, posting or otherwise transmitting on the Quartzy Site or service any materials that violate another party's intellectual property rights.

If you are a copyright owner or an agent thereof and believe that any User Content or other Site Content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (info@quartzy.com) with the following information:

1. an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Site;
3. a description of the location on the Quartzy Site of the allegedly infringing material(s);
4. your address, telephone number, and email address;
5. a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
10. User and Member Disputes

You are solely responsible for your interactions with other Quartzy Members and Users. We reserve the right, but have no obligation, to monitor and adjudicate disputes between you and other Members and Users.

11. Disclaimers

Quartzy is not responsible or liable for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service. Although we provide rules for Members and User conduct and postings, we do not control and are not responsible for what Members or Users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Site Content.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Quartzy assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, data loss, theft or destruction or unauthorized access to, or alteration of, Member communications. Quartzy is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to Members's of User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will Quartzy be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Members or Users, or any interactions between users or Members of the Site, whether online or offline.

THE SITE, THE SERVICE ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND QUARTZY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. QUARTZY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. QUARTZY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

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12. Limitation on Liability

IN NO EVENT WILL QUARTZY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF QUARTZY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, QUARTZY’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO QUARTZY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL QUARTZY’s LIABILITY TO YOU EXCEED $1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO QUARTZY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM QUARTZY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

13. Indemnity

You agree to defend, indemnify and hold harmless Quartzy, LLC, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Quartzy Site, including any User Content or Results; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Content or your use of any Results caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Quartzy Site. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify Quartzy and its affiliates, officers, directors, employees and agents.

14. Termination

Quartzy may terminate your membership, delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion.
15. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Quartzy without restriction.

16. Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Quartzy or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Missouri, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Missouri.

17. Arbitration

YOU AND QUARTZY AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that: (a) to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party’s patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user and/or member conduct rules set forth above or in the Code of Conduct then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought; and (b) no disputes or claims relating to any transactions you enter into with a third party through the Quartzy Marketplace may be arbitrated.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA’s Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, Quartzy will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER AND/OR MEMBER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) years after the cause of action arose.
Notwithstanding the foregoing, Quartzy reserves the right to seek all remedies available at law and in
equity for violations of the rules and regulations set forth in our Site, including the right to block
access from a particular Internet address to our Site.

18. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other
information about the Site or the Service ("Submissions"), provided by you to Quartzy are non-
confidential and shall become the sole property of Quartzy. Quartzy shall own exclusive rights,
including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination
of these Submissions for any purpose, commercial or otherwise, without acknowledgment or
compensation to you.

19. Definitions and Constructions

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar
terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these
Terms of Use with the initial letter(s) capitalized will have the meaning attributed to them in these
Terms.

20. Other

These Terms of Use constitute the entire agreement between you and Quartzy regarding the use of the
Site and/or the Service, superseding any prior agreements between you and Quartzy relating to your
use of the Site or the Service. The failure of Quartzy to exercise or enforce any right or provision of
these Terms of Use shall not constitute a waiver of such right or provision in that or any other
instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall
continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful,
invalid or for any reason unenforceable, then that provision shall be deemed severable from these Terms
of Use and shall not affect the validity and enforceability of any remaining provisions.

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MUSC/MUHA

"APPROVED AS TO FORM"

By: [Signature]
Date: 7-21-14

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7/18/2014
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