

MEMBERSHIP AGREEMENT:

THE CELLAVISION® CLASSROOM INITIATIVE

Last updated: February 18, 2018

Thank you for taking an interest in the CellaVision Classroom Initiative!

We are delighted that you have applied for membership and look forward to reviewing your application.

As part of the application process, we ask that you to review this Membership Agreement as it's a requirement that you agree to its terms before becoming a Member. It is important that you read this document to fully understand the services CellaVision provides as part of the Initiative as well as be aware of your own obligations as a Member of the Initiative.

Membership eligibility requirements

Membership to the CellaVision Classroom Initiative is open to hematology educators that are employed by an accredited educational institution based in either the USA or Canada.

By accepting this Membership Agreement, you confirm that the Personal Information provided to CellaVision as part of the application process is accurate and not false or misleading in any way.

The purpose of the CellaVision Classroom Initiative

The Initiative is developed to:

- Support educators and education institutions in the training of Medical Technologists in the area of blood cell morphology;
- Make a range of CellaVision tools available to members of the initiative;
- Act as a collaborative platform for CellaVision and Members of the Initiative.

Your membership rights

For the duration of your membership, you may:

- view content online;
- download content, for use in the classroom;
- print copies of content, for use in the classroom.

You may not:

- use any of the tools, particularly the complimentary license to the CellaVision Proficiency Software for commercial purposes outside of the Educational Institution;
- share or distribute materials provided through the Initiative without the expressed prior written authorization of CellaVision.

Note that CellaVision reserves the right to take legal action against members that fail to comply with these terms and conditions.

About the content presented within the Initiative:

While the information contained within the site is periodically updated, no guarantee is given by CellaVision that the information provided as part of the Initiative site is complete or up-to-date.

CellaVision is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within the site.

Links from the website to third-party sites do not constitute an endorsement by CellaVision of the parties or their products and/or services. CellaVision cannot be held accountable for the accuracy of information contained in third-party sites or the privacy policies and practices of such third parties.

Copyright

The information, tools and resources made available through the Initiative, including the CellaVision Proficiency Software, are and shall remain the property of CellaVision. This material may not be copied, reproduced, republished, uploaded, mailed, sent or distributed in any other way without prior permission by CellaVision.

Copyright of member-generated content

Members of the CellaVision Classroom Initiative have a standing invitation to submit ideas and improvements related the Initiative and its content.

You agree that: (1) your submission and your expression of ideas and/or improvements will automatically become the property of and owned by CellaVision; (2) CellaVision may use or redistribute your submission and its contents for any purpose and in any way and without any restrictions; (3) there is no obligation for CellaVision to review any submission; (4) there is no

obligation to keep any submission confidential, and (5) CellaVision shall have no obligation to you or contract with you, implied or otherwise.

You grant to us a perpetual, irrevocable, fully assignable and sub-licensable, non-exclusive fully-paid up and royalty free license to use any ideas, expression of ideas or materials that you submit to us, without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. You also agree that the Materials you submit: (1) are original with you, and (2) do not violate and will not violate the rights of any third party.

Modification

To the CellaVision Classroom Initiative and associated content

CellaVision may modify, update, or discontinue the Initiative at any time without liability. However, we will make reasonable effort to notify you before we make the change.

To this Membership Agreement

We may change these Terms at any time, but we'll tell you when we do so by sending a notification e-mail to the address you provided as part of the application process. By using the CellaVision Classroom Initiative website or resources after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the website and associated resources.

Termination of Membership

Termination by You.

You may at any time cancel your membership by emailing us at training@cellavision.com

Termination by Us.

CellaVision reserves the right to terminate this Agreement. Upon termination, we will make reasonable effort to notify you at least 14 days prior to termination via the email address you have provide as part of the registration. Should such a termination by CellaVision occur, you agree not to re-apply to the CellaVision Classroom Initiative at a later stage.

CellaVision reserves the right to, at any time, terminate your right to use and access the Services if:

- you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- we are required to do so by law (for example, where the provision of the Services is, or becomes, unlawful);
- there has been an extended period of inactivity in your user account.

Questions or concerns?

If you have any questions about our this Membership Agreement, please don't hesitate to contact us via training@cellavision.com