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- (iii)** post or transmit comments containing harassing or offensive language, including but not limited to sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling messages (repeating the same message over and over), or use of viruses, bots, worms or trojan horses or engage in any Denial of Service (DOS) activities;
- (iv)** post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;
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- (vi)** solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- (vii)** impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
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- (ix)** use this website to collect personally identifying information about users of this website in violation of our Privacy Policy.

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8. Termination. This Agreement shall remain in full force and effect unless terminated, suspended, or canceled for any of the following reasons: **(a)** upon thirty (30) days prior written notice by any party of its intent to terminate this Agreement; **(b)** immediately by Pharmline for any unauthorized access or use by you, including, without limitation **(i)** concurrent access of this website with identical user identification numbers, **(ii)** permitting another person or entity to use your user identification number to access this website, or **(iii)** any other access or use of this website except as expressly provided in this Agreement; or **(c)** immediately, if you violate the terms and conditions of this Agreement or the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in, or accessed through, this website. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which Pharmline or its service provider may be entitled, at law or in equity, and the obligations of the User set forth in Sections 5-7 of this Agreement shall survive its termination. Upon termination of this Agreement, all rights granted to you by Pharmline hereunder or otherwise will terminate and revert to Pharmline and its licensors.

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12. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law.

(b) You may not assign any of your rights, obligations or privileges hereunder without the prior written consent of Pharmline. Any assignment other than as provided for in this section shall be null and void and of no force and effect, *ab initio*.

(c) If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

(d) No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

(e) The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement

This Agreement was last updated on September 4th 2007.