

Terms of Use

Last Date Revised: 04/30/2013

These Terms of Use and Website Privacy Statement ("Terms") govern the use of the ONY, Inc.'s website (the "Site"). ANYONE ACCESSING THE SITE AGREES TO ABIDE BY THESE TERMS. ONY, Inc. ("ONY", "we" or "us") may modify these Terms at any time, and such modification shall be effective immediately upon posting on the Site. Your continued access or use of the Site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms.

- 1. License.** The contents of our Site, including its "look and feel" (e.g., text, graphics, images, logos, and button icons), editorial content, notices, software (including HTML or XML-based computer programs) and other material, are, to the fullest extent permissible, protected under both United States and foreign copyright, trademark, and other laws. These contents belong or are licensed to ONY. We hereby grant you the right to view and use our Site subject to these Terms. You may download or print a copy of information provided in the Site for internal use or distribution only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us.
- 2. Your Responsibility.** You assume all responsibility for your use of, or access to, this Site, including your access to any ONY or other literature obtained through the Site, and waive all claims or causes of action against ONY, its officers, directors, employees, agents and affiliates in connection therewith.
- 3. Links To Our Site.** We welcome links to our Site from other web sites; however, you must link to our home page and permission is required before linking to our Site. To request permission, please contact us at the email address provided in paragraph 13 of these Terms. We in no way operate, control or endorse any linking site, and we reserve the right to disallow any such link at any time in our sole discretion.
- 4. Third-Party Resources On Our Site.** This Site may contain links to websites operated by other parties. The linked sites are not under the control of ONY, and ONY is not responsible for the content available on any other Internet sites linked to this Site. Such links do not imply ONY's endorsement of material on any other site, and ONY disclaims all liability with regard to your use of and access to such linked websites. ONY provides links to other Internet sites as a convenience to users, and access to any other Internet sites linked to this Site is at your own risk.

5. **Disclaimer.** THIS SITE AND THE INFORMATION IT CONTAINS IS MADE AVAILABLE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO GUARANTEE THAT THE INFORMATION ON THIS SITE IS UP-TO-DATE, ACCURATE, OR COMPLETE, AND YOU SHOULD NOT RELY ON IT FOR ANY DECISION OR TO TAKE OR REFRAIN FROM TAKING ANY ACTION. WE HEREBY DISCLAIM ANY WARRANTY THAT THE INFORMATION ON THIS SITE WILL BE FREE OF INTERRUPTION, OR THAT THE SITE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE, PROGRAMS, OR FILES THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. Changes are periodically made to the information herein; these changes will be incorporated in new editions of the Site.
6. **Indemnity.** You agree to indemnify, defend and hold harmless ONY, its officers, directors, employees, agents and affiliates from and against all losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, arising out of or relating to any violation of these Terms or any activity related to use of the Site (including but not limited to infringement of any third party's worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the Site on your behalf.
7. **Limitation of Liability.** IN NO EVENT WILL ONY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE OR ANY CONTENT THEREIN, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR ANY CONTENT THEREIN, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE OR ANY CONTENT THEREIN, EVEN IF ONY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT THEREIN, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. IN ANY STATE THAT DOES NOT ALLOW FOR OR LIMITS THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ONY'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.
8. **Privacy.** Visitors are invited to make inquiries about ONY and our research, or to inquire about job opportunities. We will use the information you provide

us in those communications to respond to your inquiry, but will not use or disclose it in any other way without your express consent, except to contractors or service providers who may provide services or perform functions on our behalf – for example, an information technology service provider or human resources consultant. Those contractors and service providers are permitted to use your personal information only for the purpose for which it has been provided and may not disclose it to any other third party except at our express direction and consistently with this paragraph. **This paragraph applies only to information collected from visitors through our Site and not to personal information that ONY may collect in its research or through any other activities.**

9. **User Conduct.** You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or any content therein. You agree not to add to, subtract from, or otherwise modify the Site or any content therein, or to attempt to access any content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.
10. **Copyright and Trademarks.** The Site is copyright (C) 2013 ONY, Inc. All Rights Reserved. "ONY", "ONY Inc." and "ONY, Inc." and logos are trademarks and/or registered trademarks of ONY and protected under the laws of the United States and other countries.
11. **Employment Opportunities.** We welcome expressions of interest in employment with ONY. ONY does not discriminate in hiring or employment on the basis of race, color, religion, disability, national origin, age, sex, or any other characteristics protected by applicable federal, state or local law. You understand that an invitation to submit your resume or expression of interest in a job posted on the Site is not intended to, and does not, create a contract between you and ONY for employment or for any other benefit. You understand that any communication sent by you to ONY inquiring about employment shall not be considered an application for employment and creates no obligation on the part of ONY to respond. Should ONY be interested in exploring employment opportunities with you, we will contact you in response to your inquiry.
12. **Governing Law and Forum.** These Terms are to be construed in accordance with the laws of the State of New York, except for the conflict-of-law and choice-of-law principles thereof. By using the Site, you agree to submit any and all disputes arising out of or relating to these Terms exclusively to the state or federal courts located in or with jurisdiction over causes of action arising in Buffalo, New York, or, at ONY's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in Buffalo, New York. If any part of these

Terms are determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect.

13. **Contacting Us.** To inquire about linking to our Site or about trademark or copyright matters or if you have any questions or concerns about these Terms, please contact us at info@ONYInc.com
14. **This Site Does Not Provide Medical or Professional Services Advice.** The content on this Site is intended to be a general information resource in regard to the subject matter covered. ONY does not directly or indirectly practice medicine, render medical advice, or dispense medical services via this Site, and nothing contained in this Site is intended to be instruction for medical diagnosis or treatment. Any information provided should not be considered complete, nor should it be relied on to suggest a course of treatment for a particular individual. Information received from this Site should not be relied upon for personal, medical, legal, technical, or financial decisions. It should not be used in place of a visit, call, consultation or the advice of your physician or other qualified healthcare provider. Should you have any healthcare related questions, please consult with your physician or other qualified healthcare provider promptly.
15. **Forward-Looking Statements.** This Site contains express or implied forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which are based on current expectations of management. These statements relate to, among other things, our expectations regarding management's plans, objectives, and strategies. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, and which could cause actual results to differ materially from those contemplated in these forward-looking statements. ONY assumes no obligation to update any forward-looking statements contained in any press release in the event of changing circumstances or otherwise, and such statements are current only as of the date they are made.
16. **Updates.** ONY may make improvements and/or changes to this Site at any time. Although we strive to update information on this Site, the information, materials and services provided on or through this Site may be inaccurate, incomplete or out of date. ONY does not have a duty to update information contained in this Site, and ONY will not be liable for any failure to update such information. We make no representation as to the completeness, accuracy or currentness of any information on this Site, and we undertake no obligation to update or revise the information contained on this Site, whether as a result of new information, future events or circumstances or otherwise.