

## CONTRIBUTOR AGREEMENT

The Lymphology Association of North America (“LANA”) serves the public through its website located at [www.clt-lana.org](http://www.clt-lana.org) (the “Website”) in furtherance of its mission to promote standards for the certification of healthcare professionals who help individuals with lymphedema and/or related disorders manage their lymphedema and to promote lymphedema awareness and the science of lymphology.

From time to time, a third party contributor (“Contributor”) may choose to voluntarily contribute material (“Contributor Material”) to LANA for publication on the Website. By way of submission of Contributor Material to LANA, Contributor agrees to comply with, and to be bound by, the terms of this Contributor Agreement at all times. LANA may change the terms of this Contributor Agreement at any time, without notice, and in its sole discretion. Before submitting material to LANA, Contributor is encouraged to visit this page to review the current terms of this Contributor Agreement. All rights not expressly granted herein are explicitly, specifically, and completely reserved.

LANA reserves the right, but not the obligation, to refuse to publish, or to remove, any Contributor Material which LANA, in its sole, exclusive, and absolute discretion, deems objectionable.

Contributor represents and warrants that all Contributor Material is original work and that Contributor has secured any and all rights, releases, and permissions necessary for LANA’s publication of the Contributor Material on the Website. Contributor represents and warrants that: (i) no licensed or other protectable materials are used in the Contributor Material; (ii) no further permissions or fees are due for LANA’s use and publication of the Contributor Material; and (iii) any statements made by Contributor or others in the Contributor Material are true to the best of Contributor’s knowledge and that the statements will not violate any law or regulation or infringe upon the rights of others.

Contributor agrees that Contributor is an independent contractor and not an employee of LANA. Contributor at all times shall control the details of Contributor’s performance under this Agreement and LANA shall not be liable for any of Contributor’s acts or omissions in connection with Contributor’s performance hereunder.

Contributor acknowledges that LANA will rely on the foregoing terms and conditions, potentially at substantial cost to LANA, and Contributor waives the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. Contributor agrees to indemnify and hold LANA, its trustees, directors, officers, employees, and agents harmless from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to any Contributor Material submitted to LANA, including, without limitation, any actual or threatened suit, demand, or claim made against LANA, its trustees, directors, officers, employees, and agents, arising out of, or relating to, the Contributor Material, the conduct of

Contributor, Contributor's violation of this Contributor Agreement, or Contributor's violation of the rights of any third party.

To the full extent permitted by applicable law, LANA and its respective trustees, directors, officers, employees, and agents disclaim all warranties, expressed or implied.

UNDER NO CIRCUMSTANCES WILL LANA, OR ANY OF ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE PERSONALLY OR OTHERWISE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES IN ANY WAY CONNECTED WITH THE WEBSITE OR THE CONTRIBUTOR MATERIAL OR FOR ANY CLAIM ARISING IN CONNECTION WITH THE WEBSITE OR THE CONTRIBUTOR MATERIAL. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL THEORIES, AND WHETHER SUCH DAMAGES ARE CHARACTERIZED AS GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHERWISE, EVEN IF LANA IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LANA reserves the right to investigate suspected violations of this Contributor Agreement. LANA may seek to gather information from the Contributor who is suspected of violating this Contributor Agreement. If LANA believes, in its sole discretion, that a violation of this Contributor Agreement has occurred, it may edit or modify any Contributor Material, remove the Contributor Material permanently, or take any corrective action that LANA deems appropriate.

If any provision of this Contributor Agreement is found by a court of competent jurisdiction to be invalid, LANA and Contributor agree that the court should give effect to the intentions as reflected in the provision, and that all other provisions remain in full force and effect.

This Contributor Agreement constitutes the entire agreement between LANA and Contributor with respect to the Website and the Contributor Material. No prior or current agreements or communications between LANA and Contributor will have any effect as part of this Contributor Agreement or as a separate continuing agreement.